

JULY 21, 2006  
ADDENDA NUMBER: 4  
BID NUMBER: RFB2006-196-BH  
TITLE: ROOFING REPAIR

THIS ADDENDUM IS BEING ISSUED TO INCLUDE THE FOLLOWING REVISION TO THE ORIGINAL RFB REQUIREMENTS:

- REVISIONS TO THE ORIGINAL RFB REQUIREMENTS ARE AS FOLLOWS:

1. PRICE PER SQUARE FOOT FOR TPO 60 MIL ROOFING AS SPECIFIED, INCLUDING ROOF PREPARATION, ROOF REMOVAL, INSULATION INSTALLATION (DENS DECK OR WOOD FIBER), ROOF INSTALLATION ROOF VENTS AS PER APPLICABLE DETAIL. ESTIMATED QUANTITY: 150,000 SQ. FT.

2. PRICE PER SQUARE FOOT FOR DPDM 60 MIL ROOFING AS SPECIFIED, INCLUDING ROOF PREPARATION, ROOF REMOVAL, INSULATION INSTALLATION (DENS DECK OR WOOD FIBER), ROOF INSTALLATION, ROOF VENTS AS PER APPLICABLE DETAIL. ESTIMATED QUANTITY: 150,000.00 SQ. FT.

ALL ADDITIONAL TERMS, CONDITIONS & SPECIFICATIONS OF THE ORIGINAL BID DOCUMENT ARE TO REMAIN UNCHANGED.

YOU MUST RETURN VERIFICATION OF RECEIPT OF THIS ADDENDUM WITH YOUR BID RESPONSE VIA LETTER OR A SIGNED COPY OF THIS FORM. **FAILURE TO DO SO MAY CAUSE YOUR BID RESPONSE TO BE CONSIDERED NON-RESPONSIVE.**

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ACKNOWLEDGED AND RETURNED: WITH BID: \_\_\_\_\_ BY LETTER: : \_\_\_\_\_

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SIGNATURE

PRINTED NAME

TITLE

COMPANY

JUNE 27, 2006  
ADDENDA NUMBER: 3  
BID NUMBER: RFB2006-196-BH  
TITLE: ROOFING REPAIR

THIS ADDENDUM IS BEING ISSUED TO INCLUDE THE FOLLOWING REVISION TO THE ORIGINAL RFB REQUIREMENTS:

- REVISIONS TO THE ORIGINAL RFB REQUIREMENTS ARE AS FOLLOWS:
- 

1. EXTEND BID OPENING DATE UNTIL AUGUST 16, 2006 AT 1:30 P.M.

ALL ADDITIONAL TERMS, CONDITIONS & SPECIFICATIONS OF THE ORIGINAL BID DOCUMENT ARE TO REMAIN UNCHANGED.

YOU MUST RETURN VERIFICATION OF RECEIPT OF THIS ADDENDUM WITH YOUR BID RESPONSE VIA LETTER OR A SIGNED COPY OF THIS FORM. **FAILURE TO DO SO MAY CAUSE YOUR BID RESPONSE TO BE CONSIDERED NON-RESPONSIVE.**

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ACKNOWLEDGED AND RETURNED      WITH BID: \_\_\_\_\_      BY LETTER: \_\_\_\_\_

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SIGNATURE

PRINTED NAME

TITLE

COMPANY

JUNE 27, 2006  
ADDENDA NUMBER: 2  
BID NUMBER: RFB2006-196-BH  
TITLE: ROOFING REPAIR

THIS ADDENDUM IS BEING ISSUED TO INCLUDE THE FOLLOWING REVISIONS TO THE ORIGINAL RFB REQUIREMENTS:

-REVISIONS TO THE ORIGINAL RFB REQUIREMENTS ARE AS FOLLOWS:

1. WAGE RATES FOR STATE AND HUD WAGE RATES ARE ATTACHED.

ALL ADDITIONAL TERMS, CONDITIONS & SPECIFICATIONS OF THE ORIGINAL BID DOCUMENT ARE TO REMAIN UNCHANGED.

-YOU MUST RETURN VERIFICATION OF RECEIPT OF THIS ADDENDUM WITH YOUR BID RESPONSE VIA LETTER OR A SIGNED COPY OF THIS FORM. **FAILURE TO DO SO MAY CAUSE YOUR BID RESPONSE TO BE CONSIDERED NON-RESPONSIVE.**

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ACKNOWLEDGED AND RETURNED

WITH BID: \_\_\_\_\_

BY LETTER: \_\_\_\_\_

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SIGNATURE

PRINTED NAME

TITLE

COMPANY

BILL RICHARDSON  
GOVERNOR

CONROY CHINO  
SECRETARY

JAMES L. MORAN  
DIRECTOR



New Mexico Department of Labor  
Labor and Industrial Division

*Roofing*  
1596 Pacheco Street, Ste. 105, Santa Fe, NM 87505  
Director's Office - (505) 827-6875  
Public Works Bureau - (505) 827-6837 / 827-6897  
Wage and Hour Bureau - (505) 827-6835 / 827-6898  
Student Labor - (505) 827-6830  
Fax# - (505) 827-1664

- ☐ P.O. Box 1708, Las Cruces, NM 88004-1708  
Wage and Hour Bureau - (505) 524-6195  
Fax# - (505) 524-6194
- ☐ P.O. Box NN, Carlsbad, NM 88221-7537  
Wage and Hour Bureau - (505) 885-5072  
Fax# - (505) 885-9748
- ☐ 501 Mountain Rd., NE, Albuquerque, NM 87102  
Wage and Hour Bureau - (505) 841-8983  
Fax# - (505) 841-9317
- ☐ 501 Mountain Rd., NE, Albuquerque, NM 87102  
Apprenticeship - (505) 841-8989  
Fax# - (505) 841-8739

June 16, 2006

Dear Owner/Contracting Agency:

The enclosed wage decision packet must be used in the contract resulting from the bid opening on this project and **MUST BE FORWARDED** to the perspective general contractor that has been awarded the bid. The general contractor must post the complete wage decision at the job site in an easily accessible place. Failure to do so may result in fines. Furthermore, each subcontractor must receive a copy of the wage decision and use these rates to pay all employees.

**NOTE:** All general contractors/subcontractors/ tiers bidding more than \$50,000 on a Public Works contract **MUST** be registered with the Labor & Industrial Division. Visit our website at [www.dol.state.nm.us](http://www.dol.state.nm.us), click on Public Works for a Labor Enforcement Fund Form and other forms. **REMINDER TO THOSE PREPARING BID DOCUMENTS:** IF BIDS ARE NOT OPENED BY 12/31/06, NEW WAGE RATES **MAY** BE REQUIRED. IF YOU HAVE ANY QUESTIONS, PLEASE CALL 505-827-6837.

Weekly certified payrolls are required on all public works projects. All certified payrolls must be submitted to the general contractor and/or the owner/contracting agency (if the owner/contracting agency requires them). The general contractor must have copies of certified payrolls available to this office within ten days of a written request. Please do not submit any certified payrolls to our office unless our office requests them.

NM Apprenticeship and Training fund payments are paid by each general contractor/subcontractor/tier(s) to either an approved apprenticeship program or to our office. Payments are due for all hours in each trade a company has on the job site that has an apprenticeship contribution rate on the state wage decision. These payments are for the hours worked by both journeyman and apprentices, regardless of whether the company has apprentices or not. If the project has both Federal and State funding, the payments are required. Only when the project has all Federal funds, is the project exempt. On Type "A" projects, where there are no contribution rates, apprenticeship payments do not apply. On projects with two types of construction, the contribution does apply for the work under the type construction with contribution rates. Failure to pay apprenticeship contributions is a violation of the Apprentice and Training Act and may result in penalties.

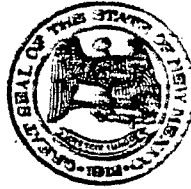
If you have any questions, please feel free to contact me.

Sincerely,

*Annette Y. Reynolds*  
Annette Y. Reynolds, Acting Bureau Chief  
Public Works Bureau

"AN EQUAL OPPORTUNITY EMPLOYER"

**BILL RICHARDSON**  
GOVERNOR



**CONROY CHINO**  
SECRETARY

**STATE OF NEW MEXICO**  
**DEPARTMENT OF LABOR**  
401 Broadway, NE  
PO Box 1923  
Albuquerque, NM 87103  
(505) 341-3409 / FAX (505) 341-3491

**STEVE GALLEGOS**  
DEPUTY SECRETARY

April 11, 2005

**TO ALL PUBLIC WORKS CONSTRUCTION CONTRACTORS:**

Please be advised that Governor Richardson has signed Representative Harriet Ruiz' HB442. This bill has an effective date of July 1, 2005 and contains several points of interest for construction contractors performing work on public works projects beginning after that date. Some of the changes are:

1. The threshold increases to \$60,000 from \$20,000 to decide if a project is covered by the Public Works Minimum Wage Act.
2. The director of the labor and industrial division may issue subpoenas for the production of documents or witnesses pertaining to public works projects.
3. The director of the labor and industrial division may attach and prohibit the release of any assurance of payment until satisfactory resolution of a probable cause of a violation of the Public Works Minimum Wage Act.
4. Liquidated damages, payable to affected employees through the labor and industrial division, were increased from \$10.00 to \$100.00 for each calendar day of willful violation.
5. In addition to the above, an adversely affected employee shall have a private right of action for damages, attorney fees, and reasonable costs against a non-compliant contractor/employer.

This is not a complete review of all changes. Please link to:

<http://legis.state.nm.us/Sessions/05%20Regular/final/HB0442.pdf>  
for the final version of this amended law.

Bruce Bachelor

# NEW MEXICO DEPARTMENT OF LABOR

## Labor & Industrial Division/Public Works Bureau

1596 Pacheco Street/Suite 105, Santa Fe, NM 87505

(505) 827-6837 or (505) 827-6846 or Fax (505) 827-1664

Annette.Reynolds@state.nm.us or erodriquez@state.nm.us

### Wage Decision # BE 06-0800 B

### NOTIFICATION OF AWARD (NOA)

**Description and Location of Work:** Roofing Services – City of Albuquerque  
Repair/replacement of roof within City of Albuquerque buildings and Albuquerque Housing Division.

City of Albuquerque

Bernalillo County

Albuquerque

**REMINDER for agency conducting BID process:** If bids are NOT opened by 12/31/06, a NEW wage decision MAY be required. Call Annette Reynolds at the Public Works Bureau (505) 827-6837 if you have any questions.

When the Contract is awarded for this project, the Wage Rate Poster and all of the Wage Rate Packet must be delivered to the **GENERAL/PRIME CONTRACTOR**. The General/Prime Contractor must complete this form (including the reverse side listing all of the subcontractors (including 2<sup>nd</sup> tier subcontractors) and mail to the address above. **If the project is canceled**, this form must be completed by the agency conducting the bid process. Failure to submit the NOA in a timely manner is a violation of paragraph 11.1.2.10.B (3) of the Public Works Minimum Wage Act Policy Manual.

General/Prime Contractor Company Name: \_\_\_\_\_ License#: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Approximate Date Work to Start: \_\_\_\_\_

Estimated Completion Date: \_\_\_\_\_

Estimated Cost of Project: \_\_\_\_\_

Bid Opening Date: \_\_\_\_\_

Note: The General/Prime Contractor MUST mail/fax in their Statement of Intent to Pay Prevailing Wages along with the NOA. Each Subcontractor and (all Tiers of the subcontractors) **MUST** also mail/fax their Statement of Intent to Pay Prevailing Wages through the General/Prime Contractor before they start work. After work on the project is completed (**but before final payments**), subcontractors and (all tiers of subcontractors) must mail/fax (through the General/Prime Contractor) an Affidavit of Wages Paid.

Signature for General/Prime Contractor \_\_\_\_\_

Printed Name \_\_\_\_\_

Date \_\_\_\_\_

# SUBCONTRACTOR LIST

Do Not List Suppliers or Professional Services (such as surveyors)

Please include 2nd & 3rd Tier subcontractors. Make extra copies of form if necessary.

## Wage Decision # BE 06-0800 B

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_ License No.: \_\_\_\_\_  
Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ Sub 2<sup>ND</sup> TIER 3<sup>RD</sup> TIER  
(To Whom) (To Whom)

Work to be performed: \_\_\_\_\_

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_ License No.: \_\_\_\_\_  
Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ Sub 2<sup>ND</sup> TIER 3<sup>RD</sup> TIER  
(To Whom) (To Whom)

Work to be performed: \_\_\_\_\_

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_ License No.: \_\_\_\_\_  
Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ Sub 2<sup>ND</sup> TIER 3<sup>RD</sup> TIER  
(To Whom) (To Whom)

Work to be performed: \_\_\_\_\_

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_ License No.: \_\_\_\_\_  
Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ Sub 2<sup>ND</sup> TIER 3<sup>RD</sup> TIER  
(To Whom) (To Whom)

Work to be performed: \_\_\_\_\_

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_ License No.: \_\_\_\_\_  
Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ Sub 2<sup>ND</sup> TIER 3<sup>RD</sup> TIER  
(To Whom) (To Whom)

Work to be performed: \_\_\_\_\_

# STATEMENT OF INTENT TO PAY PREVAILING WAGES

To Be Filled Before Construction Starts

Please type or print in ink. Incomplete forms will be returned without approval.

Mail or fax to:

NMDOL - Public Works Bureau - 1596 Pacheco St., #105, Santa Fe, NM 87505

Call (505) 827-6837/827-6833

Fax (505) 827-1664 (fax is the preferred method of submission)

## GENERAL CONTRACTOR INFORMATION

GC Registration # \_\_\_\_\_

Company Name:

for Labor Enforcement Fund

Address:

City:

State:

Zip:

Phone:

Fax:

Estimated Start Date:

State Wage Dec. #:

Project Title:

Project Physical Address:

Total Contract Amt:

Estimated Completion Date:

PRINT NAME:

SIGNATURE:

## SUBCONTRACTOR:

Subcontract amount:

Sub Reg. #

Company Name:

For Labor Enforcement Fund

Address:

City:

State:

Zip:

Phone:

Fax:

PRINT NAME:

SIGNATURE:

## 2ND. TIER SUB

2<sup>nd</sup> Tier Contract amount

2<sup>nd</sup> Tier Reg. #

Company Name:

For Labor Enforcement Fund

Address:

City:

State:

Zip:

Phone:

Fax:

PRINT NAME:

SIGNATURE:

I hereby certify that the above information is correct and that all workers I employ on this public works project will be paid no less than the Prevailing Wage Rate(s) as determined by the Department of Labor, Labor & Industrial Division for this project as identified by the State Wage Decision No. I understand that contractors who violate Prevailing Wage Laws (i.e., incorrect job classification, improper payment of prevailing wages, and/or overtime, etc.), are subject to debarment procedures and shall be required to pay a Back wages due to workers. (Ref. LID Public Works Minimum Wage Act Policy Manual (11.1.2 NMAC) & Public Works Minimum Wage Act (13-4-11 through 13-4-18, NMSA 78)).

NOTE: I understand that this form is an official government document. I am submitting this form for the purpose of a Legal transaction with the New Mexico Department of Labor. I have reviewed the information. By submitting or clicking the "Submit" button, I verify, under penalty of perjury, that the information submitted is true and correct to the best of my knowledge, information and belief. (This statement applies to the last completed contractor section of the three sections above.)

LID Approval of this form \_\_\_\_\_ Date \_\_\_\_\_

NOTE: After 7/01/04, ALL tiers of contractors with contracts over \$50,000, MUST be registered with the Department of Labor, Labor and Industrial Division. The registration form is available on our web page at [www.dol.state.nm.us](http://www.dol.state.nm.us) under Public Works and Additional Forms. Fill in the Labor Enforcement Fund form and mail to the post office box listed at the top of the form. Go to the same page that the form is on to check the list of Registered Contractors.



**INSTRUCTIONS FOR FILLING OUT AFFIDAVIT OF WAGES PAID**

**FOR GENERAL CONTRACTOR:**

**Contractor Registration # - \_\_\_\_\_**

1. Fill in general contractor information and provide signature.
2. State Wage Dec. No. as listed in bid documents. (example: BE-04-123 B)
3. Project Title - Listed in bid documents. Whatever the project is.
4. Project Physical Address - Exact location of project (job site).
5. Estimated Completion Date of Project

**FOR SUBCONTRACTOR:**

**Contractor Registration # - \_\_\_\_\_**

1. Fill in general contractor information, but general contractor signature is not needed.
2. Fill in subcontractor section as indicated and provide signature. Send to GC.  
PLEASE NOTE: A SEPARATE SIGNED FORM IS  
NEEDED FOR EACH CONTRACTOR

**FOR 2ND. TIER SUB:**

**Contractor Registration # - \_\_\_\_\_**

1. Fill in general contractor information, but general contractor signature is not needed.
2. Fill in subcontractor section; subcontractor signature not needed. Send to GC.
3. Fill in 2nd. Tier sub section and provide signature.
4. 2<sup>nd</sup> Tier contract amount – list amount.

**FOR 3<sup>RD</sup> TIER AND  
HIGHER -**

**Attach a Copy Of      This completed form & list      Under the 2nd tier  
the 3rd tier contractor info      cntr. with a note.**

Effective July 1, 2004 - ALL contractors bidding on public works contracts for \$50,000 or more MUST be registered with the Labor & Industrial Division prior to bidding the project. The only exception for registration prior to bidding is for street, highway, bridge, road, and utility contracts. Those contractors, however, MUST register BEFORE performing work on a public works contract in excess of \$50,000. The registration form may be found on the DOL web page at [www.dol.state.nm.us](http://www.dol.state.nm.us) under Public Works and Additional Forms. Print the Labor Enforcement Fund Form and mail it along with a check for \$200 to the address at the top of the form. A list of registered contractors may be reviewed on the same page as the registration form. Registration is good for one year, and after registration, contractors may bid as many contracts as they want. Upon expiration of the registration, contractors may complete projects, but in order to bid new ones after the expiration, they must register again. NOTE: All Affidavits of Wages Paid must go to the GC to submit to DOL. DOL will return approved Affidavits to the GC who should forward to subs.

General Decision Number: NM030004 11/14/2003 NM4

Superseded General Decision Number: NM020004

State: New Mexico

Construction Type: Residential

County: Bernalillo County in New Mexico.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	06/13/2003
1	11/14/2003

\* PLUM0412-002 04/01/2001

	Rates	Fringes
Plumber.....	\$ 15.96	4.20

-----  
SUNM1999-001 08/05/1999

	Rates	Fringes
Carpenter (excluding scaffold setting, form work, drywall hanging, and installation of soft floors, overhead doors, and batt insulation).....	\$ 11.95	.30
Cement Mason.....	\$ 10.62	
Electrician.....	\$ 14.15	2.39
Insulator Batt and Blown.....	\$ 14.15	
Laborer Fence Erector.....	\$ 8.00	.28
Landscape Worker.....	\$ 6.44	
Pipe Layer.....	\$ 8.59	
Unskilled.....	\$ 8.81	
Lather.....	\$ 10.00	
Painter (excluding drywall finishing/taping).....	\$ 9.00	
Power Equipment Operator Backhoe.....	\$ 12.59	
Roofer.....	\$ 9.83	
Sheetmetal Worker Setting of HVAC unit		

and duct work  
 installation only.....\$ 10.81

Truck Driver  
 Dump - Semi.....\$ 10.00  
 Tandem Dump.....\$ 9.00

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 WELDERS - Receive rate prescribed for craft performing  
 operation to which welding is incidental.  
 =====

Unlisted classifications needed for work not included within  
 the scope of the classifications listed may be added after  
 award only as provided in the labor standards contract clauses  
 (29CFR 5.5 (a) (1) (ii)).

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 In the listing above, the "SU" designation means that rates  
 listed under the identifier do not reflect collectively  
 bargained wage and fringe benefit rates. Other designations  
 indicate unions whose rates have been determined to be  
 prevailing.  
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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can  
 be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on  
 a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests  
 for summaries of surveys, should be with the Wage and Hour  
 Regional Office for the area in which the survey was conducted  
 because those Regional Offices have responsibility for the  
 Davis-Bacon survey program. If the response from this initial  
 contact is not satisfactory, then the process described in 2.)  
 and 3.) should be followed.

With regard to any other matter not yet ripe for the formal  
 process described here, initial contact should be with the  
 Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations

Wage and Hour Division

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

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JUNE 12, 2006  
ADDENDA NUMBER: 1  
BID NUMBER: RFB2006-196-BH  
TITLE: ROOFING REPAIR

THIS ADDENDUM IS BEING ISSUED TO INCLUDE THE FOLLOWING REVISIONS TO THE ORIGINAL RFB REQUIREMENTS.

- U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, OFFICE OF PUBLIC AND INDIAN HOUSING REGULATIONS.

ALL ADDITIONAL TERMS, CONDITIONS AND SPECIFICATIONS OF THE ORIGINAL BID DOCUMENT ARE TO REMAIN UNCHANGED.

- YOU MUST RETURN VERIFICATION OF RECEIPT OF THIS ADDENDUM WITH YOUR BID RESPONSE VIA LETTER OR A SIGNED COPY OF THIS FORM. **FAILURE TO DO SO MAY CAUSE YOUR BID RESPONSE TO BE CONSIDERED NON-RESPONSIVE.**

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ACKNOWLEDGED AND RETURNED

WITH BID: \_\_\_\_\_

BY LETTER: \_\_\_\_\_

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SIGNATURE

PRINTED NAME

TITLE

COMPANY

**CITY OF ALBUQUERQUE**

**REQUEST FOR BID**

THE CITY OF ALBUQUERQUE, PURCHASING OFFICE IS REQUESTING OFFERS  
FOR THE FOLLOWING GOODS OR SERVICES:

REQUEST NUMBER: RFB2006-196-BH  
TITLE: ROOFING REPAIR  
OPENING DATE: JULY 19, 2006 (1:30 PM)

FOR ADDITIONAL INFORMATION CONTACT:

BERNICE HUGHES, SENIOR BUYER, (505)768-3339  
CITY OF ALBUQUERQUE PURCHASING OFFICE  
ALBUQUERQUE/BERNALILLO COUNTY GOVERNMENT  
CENTER  
POST OFFICE BOX 1293  
ONE CIVIC PLAZA  
ALBUQUERQUE, NEW MEXICO 87103

THE CITY CLERK OF THE CITY OF ALBUQUERQUE WILL RECEIVE SEALED  
OFFERS FOR THE GOODS OR SERVICES DESCRIBED IN THIS REQUEST AT:

OFFICE OF THE CITY CLERK  
CITY OF ALBUQUERQUE  
POST OFFICE BOX 1293  
ONE CIVIC PLAZA  
ALBUQUERQUE, NEW MEXICO 87103

HAND CARRIED OFFERS WILL BE RECEIVED AT THE OFFICE OF THE CITY  
CLERK, ALBUQUERQUE/BERNALILLO COUNTY GOVERNMENT BUILDING, 11TH  
FLOOR, 1 CIVIC PLAZA, ALBUQUERQUE, NM.

OFFERS WILL BE RECEIVED UNTIL 1:30 PM JULY 19, 2006

NOTE: USE OF THE MAIL SERVICE IS AT YOUR OWN RISK FOR PROPER  
DELIVERY.

OFFERS WILL BE OPENED PROMPTLY AT 1:30 PM AT:

ALBUQUERQUE/BERNALILLO COUNTY GOVERNMENT  
CENTER  
7TH FLOOR CONFERENCE ROOM  
ONE CIVIC PLAZA  
ALBUQUERQUE, NEW MEXICO

PAGE 2  
GENERAL INFORMATION AND REQUIREMENTS  
REQUEST NUMBER: RFB2006-196-BH

ALL OFFERORS ARE RESPONSIBLE FOR READING AND UNDERSTANDING ALL INFORMATION CONTAINED IN THIS REQUEST. OFFERORS ARE RESPONSIBLE FOR CHECKING TO ASSURE THAT NO PAGES ARE MISSING. PLEASE CHECK THIS PACKAGE UPON RECEIPT. IF ANY PAGES ARE MISSING PLEASE CONTACT THE BUYER NAMED ON THE COVER PAGE.

THE FOLLOWING INFORMATION AND FORMS ARE REQUIREMENTS FOR THIS REQUEST.

- \_\_\_\_\_ OFFEROR COMPLIANCE FORM  
COMPLETE ALL APPLICABLE INFORMATION, INCLUDING YOUR FEDERAL TAX IDENTIFICATION NUMBER, AND RETURN IT WITH YOUR OFFER.
- \_\_\_\_\_ PRICING DETAIL FORM(S)  
COMPLETE ALL PRICING DETAIL, INCLUDING UNIT AND EXTENDED PRICES (THIS IS VERY IMPORTANT).
- \_\_\_\_\_ OFFEROR COMMENTS FORM  
IF APPLICABLE, COMPLETE, SIGN AND RETURN WITH YOUR OFFER.
- \_\_\_\_\_ LOCAL PREFERENCE CERTIFICATION FORM  
IF APPLICABLE, COMPLETE, SIGN AND RETURN WITH YOUR OFFER. THIS FORM MUST ACCOMPANY YOUR OFFER TO BE CONSIDERED FOR THE

PAGE 3  
OFFEROR COMPLIANCE FORM

REQUEST NUMBER: RFB2006-196-BH  
OPENING DATE: JULY 19,2006

FOR FURTHER INFORMATION  
CALL BERNICE HUGHES  
AT (505)768-3339

DELIVERY DATE: \_\_\_\_\_  
(PLEASE SPECIFY)

FOB POINT: VARIOUS  
HOUSING DIVISION  
ALBUQUERQUE, NM

REQUISITION 211058

BID BOND AMOUNT: \$0.00

PERFORM BOND AMOUNT: \$0.00

BID BOND PERCENT: 0%

PERFORM BOND 0%

IF APPLICABLE, BID AND PERFORMANCE BOND INFORMATION CAN BE FOUND IN THE SUPPLEMENTAL TERMS AND CONDITIONS.

DISCOUNT: PLEASE INDICATE YOUR FIRM'S DISCOUNT FOR PROMPT PAYMENT:  
(THE MINIMUM ACCEPTABLE PERIOD IS 20 CALENDAR DAYS)

20 CALENDAR DAYS: \_\_\_\_\_ %

30 CALENDAR DAYS: \_\_\_\_\_ %

OTHER: \_\_\_\_\_ CALENDAR DAYS: \_\_\_\_\_ %

A 5% LOCAL PREFERENCE IS AVAILABLE FOR THIS BID. THE LOCAL PREFERENCE CERTIFICATION FORM MUST BE COMPLETED, CERTIFIED AND SUBMITTED WITH THE BID IN ORDER TO BE CONSIDERED.  
LOCAL PREFERENCE REQUESTED: MFG? \_\_\_\_\_ BUSINESS? \_\_\_\_\_

A STATE RESIDENT PREFERENCE MAY BE AVAILABLE FOR THIS BID. A CURRENT STATE OF NEW MEXICO PURCHASING OFFICE ISSUED RESIDENT PREFERENCE NUMBER MUST BE SUBMITTED WITH THE BID IN ORDER TO QUALIFY FOR CONSIDERATION.

PLEASE ENTER THE STATE RESIDENT PREFERENCE NUMBER HERE: \_\_\_\_\_ MFG? \_\_\_\_\_  
BUSINESS? \_\_\_\_\_

COMPLIANCE AGREEMENT

I, THE UNDERSIGNED, HAVE READ AND EXAMINED THE GENERAL TERMS , CONDITIONS, ANY SUPPLEMENTAL TERMS AND CONDITIONS, AND THE SPECIFICATIONS OF THIS REQUEST AND AGREE TO COMPLY WITH ALL OF THEM.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_  
(PRINT OR TYPE)

COMPANY NAME: \_\_\_\_\_ EIN: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

PHONE: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ FAX: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

DIRECT DEPOSIT PAYMENT TRANSFERS ARE STRONGLY ENCOURAGED.  
TO ACCESS FORMS VISIT [WWW.CABQ.GOV/ONLINESVCS/VENDORS/VENDORACH.HTML](http://WWW.CABQ.GOV/ONLINESVCS/VENDORS/VENDORACH.HTML).



PAGE 4  
PRICING DETAIL FORM  
REQUEST NUMBER: RFB2006-196-BH

GROUP NO.	ITEM NO.	QUANTITY/UNIT	ITEM DESCRIPTION	UNIT PRICE	TOTAL PRICE
*****					
			IN ACCORDANCE WITH THE ENCLOSED SPECIFICATIONS, TERMS AND CONDITIONS, FURNISH THE CITY WITH THE FOLLOWING ROOFING SERVICE ON A TWO (2) YEAR CONTRACT WITH THREE (3) ONE YEAR CONTRACT EXTENSIONS ALLOWABLE WITH MUTUAL AGREEMENT:		
1	1	150,000.00 SF ESTIMATED	PRICE PER SQUARE FOOT FOR BUILT-UP ROOFING AS SPECIFIED, INCLUDING PREPARATION OF EXISTING ROOF, ROOF REMOVAL, GRANULATED VENTING BASE, ROOF VENTS AND SBS MODIFIED GRANULE SURFACE BASE FLASHING.	_____	_____
*****					
1	2	5,000.00 SF ESTIMATED	PRICE PER SQUARE FOOT FOR INSTALL PERLITE INSULATION (1" OR LESS IN THICKNESS) TO REPLACE WET INSULATION.	_____	_____
*****					
1	3	2,000.00 SF ESTIMATED	PRICE PER SQUARE FOOT TO INSTALL PERLITE INSULATION (1.5" TO 2" IN THICKNESS) TO REPLACE WET INSULATION.	_____	_____
*****					
1	4	50,000.00 SF ESTIMATED	PRICE PER SQUARE FOOT TO INSTALL URETHANE INSULATION (1" IN THICKNESS) COVERED WITH PERFORATED BASE.	_____	_____
*****					
1	5	500.00 SF ESTIMATED	PRICE PER SQUARE FOOT TO INSTALL URETHANE INSULATION (1.5" TO 2" IN THICKNESS) COVERED WITH PERFORATED BASE SHEET.	_____	_____
*****					
1	6	500.00 LF ESTIMATED	PRICE PER LINEAR FOOT TO INSTALL EXPANSION JOINTS	_____	_____
*****					

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PRICING DETAIL FORM  
REQUEST NUMBER: RFB2006-196-BH

GROUP NO.	ITEM NO.	QUANTITY/UNIT	ITEM DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	7	500.00 LF ESTIMATED	PRICE PER LINEAR FOOT FOR ROOF PERIMETER PER ATTACHED SPECIFICATIONS TO INCLUDE GRAVEL STOP, SKYLIGHT PERIMETER, ROOF CURB, PARAPET AND ALL OTHER EDGE CONDITIONS EXCEPT EXPANSION JOINTS AND BASE FLASHING	_____	_____

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1	8	2,000.00 HR ESTIMATED	HOURLY RATE ON ROOFING REPAIRS THAT ARE LESS THAN ONE SQUARE FOOT OR TO PROVIDE PREVENTATIVE MAINTENANCE SERVICES FOR SUCH ITEMS AS 3 COURSE 90 LB. MINERAL SURFACE, REFILLING PITCH PANS AND OTHER MAINTENANCE ITEMS (ONE-PERSON TASK)	_____	_____
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1	9	20,000.00 SF ESTIMATED	PRICE PER SQUARE FOOT TO INSTALL MODIFIED BITUMEN MEMBRANE AND ALUMINUM COATING, INCLUDING ALL PREPARATION OF EXISTING ROOF OR ROOF REMOVAL. GRANULATED VENTING BASE ROOF VENTS AND BASE FLASHING	_____	_____
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1	10	40,000.00 SF ESTIMATED	PRICE PER SQUARE FOOT TO FURNISH AND INSTALL 1/2" PERLITE RECOVERY BOARD.  SPECIFY MANUFACTURER, BRAND NAME AND PRODUCT NUMBER(S):  _____	_____	_____
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GROUP TOTAL PRICE =====

2	11	10,000.00 SF ESTIMATED	PRICE PER SQUARE FOOT FOR ASPHALT SHINGLE ROOF REPLACEMENTS, INCLUDING REMOVAL OF ALL EXISTING ROOFING DOWN TO THE WOOD DECKING AND A NEW METAL DRIP EDGE	_____	_____
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PRICING DETAIL FORM  
REQUEST NUMBER: RFB2006-196-BH

GROUP NO.	ITEM NO.	QUANTITY/UNIT	ITEM DESCRIPTION	UNIT PRICE	TOTAL PRICE
*****					
2	12	50,000.00 SF ESTIMATED	PRICE PER SQUARE FOOT FOR INSTALLATION OF ASPHALT SHINGLES ON SECOND STORY/LEVEL UNITS	_____	_____
*****					
2	13	10,000.00 SF	PRICE PER SQUARE FOOT FOR INSTALLATION OF NEW ASPHALT SHINGLES FOR ALL ROOF ELEVATIONS OVER A STANDARD 4-12 PITCH.	_____	_____
*****					
2	14	50,000.00 SF ESTIMATED	PRICE PER SQUARE FOOT FOR RESHINGLING OVER EXISTING SHINGLES, INCLUDING ALL NEW DRIP EDGES	_____	_____
*****					
2	15	5,000.00 SF ESTIMATED	PRICE PER SQUARE FOOT FOR RESHINGLING WITH ALL EXSITING ROOFING REMOVED DOWN TO THE WOOD DECKING WITH THE NEW ROOF TO INCLUDE ALL NEW FLASHINGS, DRIP EDGES, VALLEY GUTTERS, ATTIC VENTS AND AIR CONDITIONER FLASHINGS	_____	_____
*****					
2	16	5,000.00 SF ESTIMATED	PRICE PER SQUARE FOOT FOR REPAIRS TO ALL ASPHALT SHINGLED ROOFS THAT REQUIRE THE REPLACEMENT OF THE RIDGE CAP AREA (NOTE: THIS REPAIR WILL BE SEPARATE FROM THE RIDGE CAP FOR A COMPLETE ROOF INSTALLATION)	_____	_____
*****					
2	17	50.00 EA ESTIMATED	ACCESS FEE TO BE CHARGED WHEN MATERIALS REQUIRED FOR A SPECIFIED ROOF REPAIR OR REPLACEMENT MUST BE LOADED AND UNLOADED BY HAND IN THE EVENT THE CONTRACTOR'S TRUCK CANNOT BE MOVED WITHIN A DISTANCE CLOSE ENOUGH TO ACCOMPLISH THE LOADING AND UNLOADING PROCESS	_____	_____
*****					
2	18	1.00 EA ESTIMATED	PRICE PER SQUARE FOOT FOR PLYWOOD DECKING REPLACEMENT	_____	_____
*****					

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PRICING DETAIL FORM  
REQUEST NUMBER: RFB2006-196-BH

GROUP NO.	ITEM NO.	QUANTITY/UNIT	ITEM DESCRIPTION	UNIT PRICE	TOTAL PRICE
2	19	1.00 EA ESTIMATED	PRICE PER LINEAR FOOT TO REPLACE GUTTERS/DOWNSPOUTS	_____	_____
2	20	100.00 EA ESTIMATED	ROOF MAINTENANCE SERVICE CALL	_____	_____
2	21	1,000.00 EA ESTIMATED	ROOF MAINTENANCE LABOR (HOURLY RATE)	_____	_____
2	22	100.00 EA ESTIMATED	DRAIN CLEANING (SURFACE DEBRIS)	_____	_____
2	23	500.00 LF ESTIMATED	PRICE PER LINEAR FOOT FOR 24 GAUGE COPING UP TO 12" WIDE	_____	_____
2	24	500.00 LF ESTIMATED	PRICE PER LINEAR FOOT FOR 22 GAUGE COPING UP TO 12" WIDE	_____	_____
2	25	50.00 EA ESTIMATED	COPING WITH SPLICE PLATES, MITERS AND/OR CHAIRS ADDED	_____	_____

GROUP TOTAL PRICE =====

BID PRICING MUST INCLUDE ALL COSTS ASSOCIATED WITH THE COMPLETION OF THE SPECIFIED ROOF REPAIR SERVICES, INCLUDING ALL APPLICABLE TAXES.

PROJECTS OVER \$25,000.00 PLACED AGAINST ANY CONTRACT AWARDED AS A RESULT OF THIS RFB WILL REQUIRE VENDOR TO SUBMIT A PERFORMANCE BOND, A LABOR-AND-MATERIALS BOND PRIOR TO PROCEEDING WITH ANY WORK ON THE PROJECT.

STATE WAGE RATES AND HUD WAGE RATES WILL BE IN EFFECT ON ALL WORK PERFORMED UNDER THIS CONTRACT.

QUESTIONS REGARDING THIS RFB SHOULD BE ADDRESSED TO BERNICE HUGHES AT BHUGHES@CABQ.GOV OR CALL 768-3339.

\*\*\*\*\*LAST ITEM REQUESTED\*\*\*\*\*

## ROOF REPLACEMENT AND REPAIR SPECIFICATIONS

Page 8

- 1.0 **Definition:** The City of Albuquerque, New Mexico, a Municipal Corporation, will hereafter be referred to as the "City". The Facilities & Energy Management Division Representative is a person or persons designated as authorized contract coordinator.
- 2.0 **The contract awarded as a result of this bid will be an indefinite quantity contract.** The Contractor shall render materials and labor necessary to repair commercial roofs as per the specifications. Estimated square feet as stated herein are estimated and shall not be binding upon the City. Actual orders will be placed by the Facilities & Energy Management Division as roof repairs are required. At no time, will this contract be used by other departments, without prior approval from the Representative of the Facilities & Energy Management Division. It will be the responsibility of the Contractor to inform requesting City departments of this requirement when they place work requests.
- 2.1 **Quality Assurance:** The Contractor must have a current contractor's license for roofing with the State of New Mexico and have a minimum of five (5) years experience on projects similar in size and scope. The names, addresses, phone numbers and points of contacts for at least two (2) such projects must be submitted with your bid. Should the City be unable to verify such similar experience, your bid will be considered as being non-responsive.
- 2.2 **Submittal:**
  - A. **Certificates:** All submittals shall be submitted for the purpose of review, at the time of bid submittal or within 24 hours if required by the City's Purchasing Division.
    - a. Submit evidence or certification of required applicator licenses by manufacturer of the system.
    - b. Submit evidence of experience in the application of fiberglass roof systems.
    - c. Submit prior to deliver or installation:
      1. Verification/proof that materials and components furnished conform with requirements of the project specifications.
      2. Verification/proof that materials furnished are compatible each one to the other and to adjacent related work.
    - d. No substitutions will be accepted unless verified as being equal to or exceeding, by an independent laboratory approved by the Facilities & Energy Management Division or designee.
  - B. **Sample and Manufacturer's Literature:**
    - a. Submit at time of bid or prior to delivery of installation:
      1. Sample (s) as requested by the Facilities & Energy Management Division or their designee must be made prior to contract award.
      2. Latest editions of manufacturer's specifications for all materials selected must be submitted with bid (two (2) copies.)
      3. List of all materials proposed for use must be submitted with bid.
      4. Contractors must specify roof system to be used and must be included in their bid.
- 3.0 **Contract Limitations:** The cost of each roof repair is limited to \$500.00. The Facilities & Energy Management Division representative is to be contacted if the amount is anticipated to exceed this limit. Each re-roof or roof replacement project is limited to 30,000 square feet. Preliminary cost proposals for budgetary purposes shall be provided by the Contractor, when called up by the City of Albuquerque. Facilities & Energy Management Division, without compensation to the Contractor.

- 4.0 **Contract Time:** the term of this contract shall be two (2) years with three (3) additional 12-month periods, subject to review and approval of both parties.
- 5.0 **Prompt Response:** The Contractor shall commence the work within two (2) weeks of notification of service request and shall pursue the work diligently and with an adequate crew until the work is completed and accepted by the City. The Contractor will be allowed four (4) hours to respond to calls requiring emergency repairs.

## 1. GENERAL REQUIREMENTS

- 1.1 **Supervision:** The work shall be performed under the direction of a qualified foreman experienced in the trade who shall be thoroughly familiar with the complete requirements and details of the work and shall normally be present on the site during the execution of the work.
- 1.2 **Documentation:** The Contractor shall keep one copy of the Contract Documents on the site for ready reference during the course of the work.
- 1.3 **Pre-Construction Conference:** The Contractor and the City of Albuquerque Facilities & Energy Management Division Representative shall schedule an on site meeting prior to the initiation of the work to determine the exact scope of the work, scheduling, and procedures.
- 1.4 **Standards:** The Contractor shall comply with the Standards of the National Roofing Contractors Association as set forth in the NRCA Roofing and Waterproofing manual.
- 1.5 **Protection of Property:** The Contractor shall take all measures necessary during the course of the work to protect existing property. The Contractor shall repair any damage to existing components, including mechanical equipment and piping, electrical equipment, conductors, sheet metal, fascias, skylights, wall surfaces and landscaping at his own expense. The Contractor shall provide temporary covering for all roof areas as necessary to protect the building from moisture during the course of the work. Any water damage to the building after the initiation of the work shall be repaired at the Contractor's expense.
- 1.6 **Inspection:** The Contractor shall call for and obtain an inspection of the roof deck by the Facilities & Energy Management Division Representative after all preparation work has been completed. This inspection shall be completed before commencing the application of new materials. Where new insulation is required, the Contractor shall obtain an inspection before the base sheet is installed and after the insulation is installed and still exposed.
- 1.7 **Manufacturer's Instruction:** All work is to be performed in accordance with the product manufacturer's instructions and these specifications or code requirements shall be brought to the attention of the City's Representative before proceeding.
- 1.8 **Re-roofing Versus New Roofing:** Re-roofing is the practice of applying new materials. Chapter 32 of the Uniform Building Code requires that the old roofing materials be removed before applying a new roof covering except when the building inspector permits existing insulation is dry and that there is only one roof on the building and it is securely attached.
- 1.9 **Cut-outs:** the City may require the Contractor to cut out several 12" x 12" squares to verify compliance with these specifications. The Contractor shall then patch the cutouts in accordance with the manufacturer's instructions.

- 1.10 **Guarantee:** All areas of re-roofing and new roofing which can reasonably be isolated from adjacent existing roofs by expansion joints shall be so isolated and the new or re-roofed area shall be guaranteed by the Contractor for a period of twenty-four (24) months beginning at the date of final acceptance on all roofs less 15,000 square feet. Roofs over 15,000 square feet shall carry a non-dollar limit five (5) year guarantee. The roof shall be guaranteed against leaks, blisters, fish mouth, and all other defects and failures except those due to hail, fire, vandalism, tampering or structural failure. The City shall promptly notify the Contractor of any defects in the roof, and the Contractor shall promptly repair the defect in accordance with these specifications and at no cost to the City.
- 1.11 **Clean-Up:** All trash and other debris shall be removed from the site on a daily basis. Landscaped areas, parking areas and playgrounds shall be kept free and clear of debris created by the work. Asphalt spilled or dripped on walls, fascia, mechanical equipment and elsewhere shall be thoroughly cleaned off to the satisfaction of the City's Representative.
- 1.12 **Safety:** The Contractor shall take whatever measures are advisable to insure safety at all times for site occupants and for workers.
- 2.0 **MATERIALS**
- 2.1 **Primer:** Primers shall be a black, medium consistency primer compound of select asphalt and penetrating petroleum solvents conforming to ASTM D41 or SS-A-701, Conprime by Conglas or equal.
- 2.2 **Perlite Insulation:** This material shall be rigid board composed of asphalt impregnated fungi resistant perlite fiber, cellulose binders and sizing agents conforming to ASTM C728 and Federal Spec HH-1-529b in thickness to match adjacent insulation and having a minimum R value of 2.78 per inch, Conpearl by Conglas or equal.
- 2.3 **Urethane Insulation:** This material shall be rigid polycon Class 1 (Polyisocyanurate) with asphalt fiberglass facers. Aged R value shall be at least 6.7. Foam core density shall be at least 2.0 lbs. per cubic foot. Compressive strength shall be at least 20 psi, as manufactured by Conglas or equal. Thickness shall be 1 inch and 2 inches as required by the City.
- 2.4 **Granulated Venting Base Sheet:** The material shall be heavy glass mat bound together with a resinous binder, coated with asphalt and surfaced with a spaced mineral aggregate, conforming to ASTM D-3672 Type II with a minimum weight of 65 pounds per 100 square feet. Prebase by Conglas or equal.
- 2.5 **Perforated Base Sheet:** This material shall be a fibrous glass mat, heavily reinforced with glass yarns, bound together with a resinous binder and completely coated with a filled weathering grade asphalt with 1 inch diameter perforations at 6 inches on center or a similar pattern. Materials shall weigh at least 25 pounds per 100 square feet and shall conform to Federal Spec SS-R620B, Conbase W-1 Perforated by Conglas or equal.
- 2.6 **Fiberglass Plies and Reinforcing:** This material shall be heavyweight glass mat, heavily reinforced with glass yards, bound together with a resinous binder and coated with a weathering grade asphalt, conforming to ASTM D2178 Type IV, weighing approximately 25 pounds per 100 square feet, comply a-IV by Conglas or equal.
- 2.7 **Cap Sheet and Flashing:** This material shall be heavy glass mat bound together with a resinous binder and coated with a stabilized weathering asphalt, surfaced on the weathering side with opaque, inert, non-combustible, colored granules, weighing approximately 75 pounds per 100 square feet, conforming to ASTM D-3909-84; Concap by Conglas or equal.

- 2.8 **Asphalt:** This material shall HT Steep asphalt ASTM D-312, Type IV (High temperature) Kettle – Not over 500 F Point of application – not less than 400 F.
- 2.9 **Nailers, Wood Curbs and Blocking:** This material shall be solid wood pressure treated in conformance with AWPA C-2 using water-borne preservative or shall be redwood or cedar.
- 2.10 **Cant Strip:** This material shall be triangular wood fiber strip, 3 inches on vertical and horizontal faces and shall conform to ASTM C-208.
- 2.11 **Expansion Joint:** This material shall be a factory fabricated expansion joint having a 5 inch wide bellows of Dacron reinforced chlorinated polyethylene to which is permanently adhered a 3/8 inch layer of closed cell flexible foam insulation, with a 4 inch metal nailing flange mechanically fastened along each side of the bellows, Conspan by Conglas or equal.
- 2.12 **Roof Vent:** This material shall be 26 gauge galvanized steel surface mounted flashing with snap in counter flashing and shall be attached with 7/8 inch diameter neoprene faced stainless steel washers with 1 inch long ramset pins. Sealant at top of flashing shall be polyurethane, polysulfide, or silicone. Fry SM type springlok flashing or equal.
- 2.13 **Counter Flashing:** This material shall be 26 gauge galvanized steel surface mounted flashing with snap in counter flashing and shall be attached with 7/8 inch diameter neoprene faced stainless steel washers with 1 inch long ramset pins. Sealant at top of flashing shall be polyurethane, polysulfide, or silicone. Fry SM type springlok flashing or equal.
- 2.14 **Gravel Stop:** this material shall be extruded aluminum at least .078 inch in thickness in an appropriate size and configuration as submitted to and approved by the City before installation. Where gravel stop is continuous with or adjacent to existing gravel stop to remain, match existing gravel stop.
- 2.15 **Plastic Cement:** This material shall be asphalt cutback utility mastic compound fortified with fibers, fillers and solvents, conforming to Federal Spec SS-C153B, Type 1.
- 2.16 **Base Sheet:** This material shall be the same as perforated base without perforations, conforming to ASTM D-2178, Type II conbase W-1 by Conglas or equal.
- 2.17 **Roof Jacks:** This material shall be lead, in thickness of .042 inches and configurations as approved by the City of Albuquerque, Facilities & Energy Management Division.
- 2.18 **Roofing Mesh:** This material shall be fiberglass reinforcing mesh, approved by Manufacturer or roof system or equal.
- 2.19 **Modified Bitumen:** See requirements 5.0 & 6.0.
- 2.20 **Aluminum Roof Coating:** This material shall be asphaltic paint containing aluminum pigment as manufactured by Texas Refinery Corporation or equal.
- 2.21 **General quality:** All materials shall be new, unused and undamaged. Materials shall be delivered in manufacturer's original unopened containers bearing the manufacturer's label. All materials shall be A.S.T.M. approved.



- 2.22 **Submittal:** The Contractor shall submit a complete list in writing to the City prior to the preconstruction conference of the brand name and exact product type of all materials proposed for use on the project. When requested, the Contractor shall submit complete specifications for the material.
- 2.23 **Storage and Handling:** The materials shall be stored and handled properly to avoid damage. The Contractor shall protect all materials from moisture. Materials shall never be stockpiled on the roof in concentrations greater than 250 pounds per 10 square feet.

### 3.0 **BUILD-UP RE-ROOFING PROCEDURE**

- 3.1 **Gravel Removal:** Gravel roofs to be recovered shall be thoroughly scraped free of all gravel until a smooth surface is obtained. Particular care shall be taken that no sharp or protruding edges of gravel remain embedded in the membrane.
- 3.2 **Patching:** Prior to new roof installation, all blisters, buckles, wrinkles, fish mouths and otherwise deteriorated or wet roofing shall be patched/repared or replaced as per the current specifications identified in the NRCA Guidelines.
- 3.3 **Wet Insulation:** Wherever wet or otherwise deteriorated insulation is found or suspected, it shall be exposed and all wet or otherwise deteriorated insulation shall be replaced with new perlite insulation of a thickness to match the existing insulation.
- 3.4 **Removal of Flashing:** Flashing shall be cut away or stripped from the object to be flashed and the exposed surfaces reconditioned. All metal work shall be removed or lifted.
- 3.5 **Priming:** Prime scraped and cleaned roof surface after scraped surface has been thoroughly cleaned of all dust, dirt, and debris, using asphalt primer at the rate of one (1) gallon per 100 square feet. Allow to dry before proceeding.
- 3.6 **Expansion Joints:** Install continuous expansion joints in locations approved by the City Representative at the preconstruction conference. Expansion joints should be located between the recovery roof area and adjacent roof areas whenever practical, and over expansion joints of the building structure, over joints between different deck materials, over junctions between heated and unheated space, and no farther than 200 feet apart in any direction over the entire roof deck.
- 3.7 **Granulated Venting Base:** Cut granulated venting base in lengths not to exceed 18 feet, stack, and allow to flatten. Spot mop material granule side down using fifteen (15) pounds hot asphalt per 100 square feet. Apply with end joints butted and side laps of two (2) inches.
- 3.8 **Insulation:** If required by the Facilities & Energy Management Division Representative, solid mop rigid urethane insulation in thickness required by the City, to granulated venting base sheet using 35 to 50 pounds hot asphalt per 100 square feet. Insulation must be planar with staggered end joints. Joints to be tight with 1/8 inch maximum width.
- 3.9 **Wood Nailer:** Securely fasten continuous wood nailers around the entire perimeter of the insulation area and around all penetrations including skylights, mechanical equipment, etc. These nailers must be six (6) inches wide or one (1) inch wider than flanges being nailed to them.
- 3.10 **Cants and Roof Jacks:** Install continuous cants at all parapets, expansion joints and vertical surfaces above the roof deck. Prime flanges of roof jack with asphalt primer and nail flange to wood nailers or otherwise securely fasten.

- 3.11 **Perforated Based:** After insulation has been inspected by the Facilities & Energy Management Division Representative, loose lay the perforated base sheet over the insulation at right angles to the continuous joints of the insulation, lapping two (2) inches on sides and six (6) inches on ends. Lap so the flow of water is over or parallel to but never against the laps. Turn up two (2) inches above top of the cant on all walls and vertical surfaces. During very windy conditions a very light sprinkle of asphalt may be necessary to temporarily secure the sheets.
- 3.12 **Two Plies:** Over the granulated venting base sheet, or over the insulation and loose-laid perforated base sheet when a new layer of insulation has been installed, embed two fiberglass plies in hot asphalt. Embed plies in shingle fashion, lapped nineteen (19) inches with a seventeen (17) inch exposure. Embed the full width of each sheet in hot asphalt applied at a rate of thirty (30) pounds per 100 square feet. Each ply shall be lightly broomed, using a moderately soft commercial push broom, as it is applied. All plies shall be turned up two (2) inches above the cant and shall be solid mopped to the cant and vertical wall. Buckles and fish mouths shall be cut and repaired properly. Plies shall have end laps a minimum of four (4) inches wide, which shall be offset at least twelve (12) inches. Plies shall be applied so that the flow of water is over or parallel to but never against the lap.
- 3.13 **Reinforcing:** Install reinforcing in two layers at gravel stops, parapets, expansion joints, roof penetrations and other perimeter conditions. Embed the plies in 25 pounds per 100 square feet hot asphalt. First ply to extend from a line four (4) inches above cant, down cant and four (4) inch end laps – embed fully to avoid bridging. Second ply to extend from a line six (6) inches above the cant, down cant and six (6) inches onto deck. End laps shall be offset at least 24 inches from underlying reinforcing strip laps. Excess asphalt shall be covered with ceramic-coated granules set in mastic.
- 3.14 **Gravel Surface:** Asphalt flood coat shall be Type IV, steep asphalt, A.S.T.M. standard D-312. Upon the last ply flood the surface with the appropriate asphalt, depending on the roof slope, at an approximate rate of 60 lbs. per square and while it is still hot embed therein an acceptable gravel at the rate of approximately 400 lbs. per square or an acceptable slag at a rate or approximately 300 lbs. per square.
- 3.14B **Mineral Surface:** Asphalt flood coat shall be Type IV steep asphalt. A.S.T.M. standard D-312 starting at the low edge apply one layer of the cap sheet, being sure to maintain two (2) inch side laps and six (6) inch ends laps over the preceding sheets. Back-mop the cap sheet and flop it into a full width mopping of asphalt (30-40 lbs per square, total). The temperature of the asphalt when applied must be such that, when the cap sheet is set into it, its temperature is approximately 20 F above the EVT. This will assure proper fluxing of the cap sheet coating and result in maximum bonding. The cap sheet must be firmly and uniformly set into the hot asphalt with all edges well sealed.
- 3.15 **Base Flashing:** Apply strip of SBS modified bitumen mineral surface cap sheet flashing at all walls, parapets, curbs, expansion joints and gravel stops. Flashing shall extend two (2) inches above the roofing plies and reinforcing plies on the vertical surface and shall extend beyond the reinforcing plies on the roof deck. Hot mop at the rate of 25 pounds asphalt per 100 square feet and mechanically fasten with nails and tin caps at six (6) inches on center along vertical edge.
- 3.16 **Roof Vents:** Install one vent per 750 square feet of roofing. Cut through roofing and insulation down to roof deck. Prime flange with roofing primer. Set flange in mastic. Strip in with two fiberglass plies and one large granule-coated cap sheet ply.

- 3.17 **Blocking:** All piping and conduit shall be supported at adequate intervals on redwood blocking secured to the pipe or conduit. Replace existing softwood blocking with the specified blocking.

#### 4.0 NEW BUILT-UP ROOFING PROCEDURE

- 4.1 **Removal of Old Roofs:** Remove old roof(s) including all flashing, cants, gravel stops, and pitch pans taking care to avoid damaging counter flashings, any insulation to remain, skylights and mechanical equipment, piping and conduit, if present. Protect roof deck from damage. Where old roof covers insulation, expose insulation and inspect with the Facilities & Energy Management Division Representative.
- 4.2 **Insulation Salvage:** Where existing insulation is sound and dry, and the City of Albuquerque, Facilities & Energy Management Division Representative, has approved its reuse, replace damaged or wet sections of insulation with rigid perlite or urethane board insulation in matching thickness. Use urethane if existing insulation is urethane, otherwise use perlite board. Use mechanical fasteners over nailable decks. Obtain an inspection from the City of Albuquerque of the insulation in place before proceeding. Check all wood nailers and replace all rotten or missing ones with new ones. Nailers shall be the same thickness as the insulation and shall be six (6) inches wide or at least one (1) inch wider than flange to be nailed.
- 4.3 **Inspect Roof Deck:** When new insulation is required by the City, clean the existing roof deck thoroughly and inspect it for soundness. Report any defects immediately to the City before proceeding.
- 4.4 **Granulated Venting Base Over Lightweight Concrete Deck:** Over an existing lightweight concrete deck that has been cleaned, inspected, and approved, fasten a granulated venting base sheet using mechanical fasteners at the rate of 75 per 100 square feet. Cut granulated venting base in lengths not to exceed 18 feet, stack, and allow to flatten. Apply with end joints butted and two (2) inch side laps. Place granule side down. (In accordance with manufacturers recommendation.)
- 4.5 **Granulated Venting Base:** Where insulation has been salvaged, spot mop granulated venting base to the existing insulation using 15 pounds hot asphalt per 100 square feet. Verify compatibility of insulation with hot asphalt. Cut granulated venting base in lengths not to exceed 18 feet, stack, and allow to flatten. Apply with end joints butted and two (2) inch side laps. Place granule side down. (In accordance with manufacturers recommendations.)
- 4.6 **Structural Concrete Deck:** A structural concrete deck must be cleaned, inspected, approved, and then primed at the rate of one (1) gallon primer per 100 square feet. Allow the primer to dry before proceeding.
- 4.7 **Plywood Deck:** Clean and inspect deck, repair minor defects, obtain approval of deck from the City of Albuquerque, Facilities & Energy Management Division Representative before proceeding. Nail a fiberglass base sheet to the deck overlapping sides two (2) inches and ends four (4) inches.
- 4.8 **Insulation:** Solid mop rigid urethane insulation board, in thickness required by the City of Albuquerque, Facilities & Energy Management Division Representative to substrate using 35 to 50 pounds hot asphalt per joint. Joints to be 1/8 inch maximum width. (In accordance with Manufacturer's recommendations.)
- 4.9 **Wood Nailers:** Securely fasten continuous wood nailers around the entire perimeter of the insulated area and around all penetrations including skylights, mechanical equipment, etc. These nailers must be one (1) inch wider than flanges being nailed to them.

- 4.10 **Cants and Roof Jacks:** Install continuous cants at all parapets, expansion joints and vertical surfaces above the roof deck. Prime flanges of roof jack with asphalt primer and nail flange to wood nailer or otherwise securely fasten.
- 4.11 **Perforated Base:** After insulation has been inspected by the City of Albuquerque, Facilities & Energy Management Representative loose lay the perforated base sheet over the insulation at right angles to the continuous joints of the insulation, lapping two (2) inches on sides and six (6) inches on ends. Lap so the flow of water is over or parallel to but never against the laps. Turn up two (2) inches above top of cant on all walls and vertical surfaces. During very windy conditions a very light sprinkle of asphalt may be necessary to temporarily secure the sheets.
- 4.12 **Two Piles:** Over the granulated venting base sheet, or over the insulation and loose-laid perforated base sheet when a new layer of insulation has been installed, embed two fiberglass plies in hot asphalt. Embed plies in shingle fashion. Lap 19 inches with 17 inch exposure. Embed the full width of each sheet in hot asphalt applied at a rate of 30 pounds per 100 square feet. Each ply shall be lightly broomed, using a moderately soft commercial push broom, as is applied. All plies shall be turned up two (2) inches above the cant and shall be solid mopped to the cant and vertical wall. Buckles and fish mouths shall be cut and repaired properly. Plies shall have end laps a minimum of four (4) inches wide, which shall be offset at least twelve (12) inches. Plies shall be applied so that the flow of water is over or parallel to but never against the lap.
- 4.13 **Reinforcing:** Install reinforcing in two layers at gravel stops, parapets, expansion joints, roof penetrations and other perimeter conditions. Embed the plies in 25 pounds per 100 square feet hot asphalt. First ply to extend from a line four (4) inches above cant, down cant and four (4) inches onto deck. Maximum length shall be twelve (12) inches and six (6) inch end laps. Embed fully to avoid bridging. Second ply to extend from a line six (6) inches above the cant down cant and six (6) inches onto deck. End laps shall be offset at least twenty-four (24) inches from underlying reinforcing strip laps.
- 4.14A **Gravel Surface:** Asphalt flood coat shall be Type IV, steep asphalt, A.S.T.M. standard D-312. Upon installation of the last ply, flood the surface with the appropriate asphalt, depending on the roof slope, at an approximate rate of 60 lbs. per square and while it is still hot embed therein acceptable gravel at the rate of approximately 400 lbs., per square or an acceptable slag at a rate or approximately 300 lbs. per square.
- 4.14B **Mineral Surface:** Asphalt flood coat shall be Type IV steep asphalt. A.S.T.M. standard D-312 starting at the low edge apply one layer of the cap sheet, being sure to maintain two (2) inch side laps and eight (8) inch ends laps over the preceding sheets. Back-mop the cap sheet and flop it into a full width mopping of asphalt (30-40 lbs. per square, total). The temperature of the asphalt when applied must be such that, when the cap sheet is set into it, its temperature is approximately 20F above the EVT. This will assure proper fluxing of the cap sheet coating and result in maximum bonding. The cap sheet must be firmly and uniformly set into the hot asphalt with all edges well sealed.
- 4.15 **Base Flashing:** Apply strip of SBS modified bitumen mineral surfaced cap sheet flashing at all walls, parapets curbs expansion joints and gravel stops. Flashing shall extend two (2) inches above the roofing plies and reinforcing plies on the vertical surface and shall extend beyond the reinforcing plies on the roof deck. Hot mop at the rate of 25 pounds asphalt per 100 square feet and mechanically fasten with nails and in caps at six (6) inches on center along vertical edge.

- 4.16 **Counter Flashing:** Protect, retain, repair and reuse existing counter flashing whenever possible as determined at the preconstruction conference. When counter flashing must be replaced, installed securely according to manufacturers' instructions using preformed inside and outside corners. Lap base flashing at least two (2) inches.
- 4.17 **Roof Vents:** Install one vent per 750 square feet of roofing. Cut through roofing and insulation down to roof deck. Prime flange with roofing prime. Set flange in mastic. Strip in two fiberglass plies and one larger granule-coated sheet ply.
- 4.18 **Blocking:** All piping and conduit shall be supported at adequate intervals on redwood blocking secured to the pipe or conduit. Replace existing softwood blocking with the specific blocking.

#### 5.0 MODIFIED BITMEN RE-ROOFING PROCEDURE

- 5.1 **Gravel Removal:** Gravel roofs to be recovered shall be thoroughly scraped free of all gravel until a smooth surface is obtained. Particular care shall be taken that no sharp or protruding edges of gravel remain embedded in the membrane.
- 5.2 **Patching:** All blisters, buckles, wrinkles, fish mouths, and otherwise deteriorated or wet roofing shall be cut free and the affected area patched and reduced to a smooth surface with alternate layers of fiberglass plies and plastic cement. All loose nails shall be pulled.
- 5.3 **Wet Insulation:** Wherever wet or otherwise deteriorated insulation is found or suspected, it shall be exposed and all wet or otherwise deteriorated insulation shall be replaced with new perlite insulation of a thickness to match the existing insulation.
- 5.4 **Removal of Flashing:** Flashing shall be cut away or stripped from the object to be flashed and the exposed surfaces reconditioned. All metal work shall be removed or lifted.
- 5.5 **Priming:** Prime scraped roof surface after scraped surface has been thoroughly cleaned of all dust, dirt, and debris, using asphalt primer at the rate of one (1) gallon per 100 square feet. Allow to dry before proceeding.
- 5.6 **Expansion Joints:** Install continuous expansion joints in locations approved by the Facilities & Energy Management Division Representative at the preconstruction conference. Expansion joints should be located between the recovery roof area and adjacent roof areas whenever practical and over expansion joints of the building structure, over joints between different deck materials, over junctions between heated and unheated space, and no farther than 100 feet apart in any direction over the entire roof deck.
- 5.7 **Granulated Venting Base:** Cut SBS cove base MB25 in lengths not to exceed 18 feet, stacks and allow to flatten. Spot mop material granule side down using fifteen (15) pounds no asphalt per 100 square feet. Apply with end joints butted and side laps of two (2) inches.
- 5.8 **Insulation:** If required by the Facilities & Energy Management Representative solid mop rigid urethane insulation in thickness required by the City of Albuquerque, to granulated venting base sheet using 35 to 50 pounds hot asphalt per 100 square feet. Insulation must be planar with staggered end joints. Joints to be tight with 1/8 inch maximum width.
- 5.9 **Wood Nailers:** Securely fasten continuous wood nailers around the entire perimeter of the insulated area and around all penetrations including skylights, mechanical equipment, etc. These nailers must be six (6) inches wide or one (1) inch wider than flanges being nailed to them.

- 5.10 **Perforated Base:** After insulation has been inspected by the Facilities & Energy Management Division Representative loose lay the conbase MB25 perforated base sheet over the insulation at right angles to the continuous joints of the insulation, lapping two (2) inches on sides and six (6) inches on end. Lap so the flow of water is over or parallel to but never against the laps. Turn up two (2) inches above top of cant on all walls and vertical surfaces. During very windy conditions a very light sprinkle of asphalt may be necessary to temporarily secure the sheets.
- 5.11 **Membrane Set-Up:** Begin a low area of roof unrolling roll and pulling right to remove wrinkles. Mark and cut to fit around protrusions as per manufacturer's recommendations. Carefully reroll half the membrane from one end to the center while maintaining exact alignment.
- 5.12 **Adhere Membrane:** Install SBS conform with hot asphalt in accordance with manufacturer's instructions.
- 5.13 **Flashing:** Measure and cut pieces of single-ply membrane and attach with heat in accordance with manufacturer's instructions. Flashing are to extend twelve (12) inches up the vertical surface, wherever possible.
- 5.14 **Seal Seams:** Carefully inspect all seams and laps systematically over the entire roof. Areas where material did not ooze from the seams during application shall be reheated and spread along the seam lines using a clean hot trowel. Excess asphalt shall be covered with ceramic-coated granules set in mastic.
- 5.15 **Counter-Flashing:** Protect, retain, repair and reuse existing counter flashing whenever possible as determined at the preconstruction conference. When counter flashing must be replaced, install securely according to manufacturer's instructions using preformed inside and outside corners lap base flashing at least two (2) inches.
- 5.16 **Roof Vents:** Install one vent per 750 square feet of roofing. Cut through roofing and insulation down to roof deck. Adhere and flash vent in accordance with modified bitumen membrane manufacturer's instructions.
- 5.17 **Blocking:** All piping and conduit shall be supported at adequate intervals on redwood blocking secured to the piping or conduit. Replace existing softwood blocking with the specific blocking.
- 5.18 **Curing:** Allow a period of thirty (30) days for the curing of the membrane after installation and before application of the aluminum roof coating.
- 5.19 **Aluminum Coating:** Sweep or wash roof thoroughly to remove all debris and dust. Allow roof to dry thoroughly. Stir aluminum roof coating thoroughly until pigment is completely suspended. Do not dilute. Roll, brush or spray on material in accordance with manufacturer's instructions at the rate of one (1) gallon for no more than 250 square feet. Final dry film thickness shall be at least 2.0 mils.
- 5.20 **Clean-Up:** the Contractor shall keep the site reasonably clean and neat during the execution of the work, shall remove accumulations of debris at the end of each day's work, and clean up thoroughly after major phase of the work. Before final acceptance, the Contractor shall leave all surfaces and areas completely clean.

## 6.0 NEW MODIFIED BITUMEN ROOFING PROCEDURES

- 6.1 **Removal of Old Roof:** Remove old roof(s) including all flashing, cants, gravel stop, and pitch pans taking care to avoid damaging counter flashings, any insulation to remain, skylights and mechanical equipment, piping and conduit if present. Protect roof deck from damage. Where old roof covers insulation, exposed insulation and inspect with the Facilities & Energy Management Division Representative. Remove or repair as directed by the City of Albuquerque.
- 6.2 **Insulation Salvage:** Where existing insulation is sound and dry, and the City has approved its reuse, replace damaged or wet sections of insulation with rigid perlite or urethane board insulation in matching thickness. Use urethane if existing insulation is urethane, otherwise use perlite board. Use mechanical fasteners over nailable decks. Otherwise hot mop. Resulting insulation must be even and planar with tight joints. Obtain from the City, Facility & Energy Management Division Representative an inspection of the insulation in place before proceeding. Check all wood nailers and replace all rotten or missing ones with new ones. Nailers shall be the same thickness as the insulation and shall be six (6) inches wide or at least one (1) inch wider than flange to be nailed.
- 6.3 **Inspect Roof Deck:** When new insulation is required by the City Representative, clean the existing roof deck thoroughly and inspect it for soundness. Report any defects immediately to the Facility & Energy Management Division Representative before proceeding.
- 6.4 **Granulated Venting Base Over Lightweight Concrete Deck:** Over an existing lightweight concrete deck that has been cleaned, inspected and approved, fasten a granulate venting base sheet. In accordance with manufacturer's recommendations. Cut granulated venting base in lengths not to exceed eighteen (18) feet, stack, and allow to flatten. Apply with end joints butted and two (2) inch side laps. Place granule side down.
- 6.5 **Granulated Venting Base:** where insulation has been salvaged, install venting base in accordance with manufacturer's direction. Verify compatibility of insulation with hot asphalt. Cut granulated venting base in lengths not to exceed eighteen (18) feet, stack and allow to flatten. Apply with end joints butted and two (2) inch side laps. Place granule side down.
- 6.6 **Structural Concrete Deck:** A structural concrete deck must be cleaned, inspected, approved and then primed at the rate of 1-gallon roofing primer per 100 square feet. Allow the primer to dry before proceeding.
- 6.7 **Plywood Deck:** Clean and inspect deck, repair minor defects, obtain approval of deck from the Facilities & Energy Management Division Representative before proceeding. Nail a fiberglass Base sheet to the deck overlapping sides two (2) inches and four (4) inches.
- 6.8 **Insulation:** Solid mop rigid urethane insulation board, in thickness required by the Facilities & Energy Management Division Representative to substrate using 35 to 50 pounds hot asphalt per 100 square feet. Insulation must be planar with staggered end joints. Joints to be 1/8 inch maximum width.
- 6.9 **Gravel Removal:** Securely fasten continuous wood nailers around the entire perimeter of the insulated area and around all penetrations including skylights, mechanical equipment, etc. These nailers must be six (6) inches wide or one (1) inch wider than flanges being nailed to them.
- 6.10 **Membrane Set-Up:** Begin at low area of roof unrolling roll and pulling tight to remove wrinkles. Mark and cut to fit around protrusions as per manufacturer's recommendations. Carefully reroll half the membrane from one end to the center while maintaining exact alignment.

- 6.11 **Flashing:** Measure and cut pieces of single-ply membrane and attach with heat in accordance with manufacturer's instructions. Flashing are to extend twelve (12) inches up the vertical surface wherever possible.
- 6.12 **Sealing Seams:** Carefully inspect all seams and laps systematically over the entire roof. Areas where material did not ooze from the seams during application shall be reheated and troweled along the seam lines using a clean hot trowel. Excess asphalt shall be coated with ceramic-coated granules set in mastic.
- 6.13 **Counter Flashing:** Protect, repair and reuse existing counter flashing whenever possible as determined at the preconstruction conference. When counter flashing must be replaced, install securely according to manufacturer's instructions using performed inside and outside corner lap base flashing at least two (2) inches.
- 6.14 **Roof Vents:** Install one vent per 750 square feet of roofing. Cut through roofing and insulation down to roof deck. Adhere and flash vent in accordance with modified bitumen membrane manufacturer's instructions.
- 6.15 **Blocking:** All piping and conduit shall be supported at adequate intervals on redwood blocking secured to pipe or conduit. Replace existing softwood blocking with the specified blocking.
- 6.16 **Curing:** Allow a period of 30 days for the curing of the membrane after installation and before application of the aluminum roof coating.
- 6.17 **Aluminum Coating:** Sweep or wash roof thoroughly to remove all debris and dust. Allow roof to dry thoroughly. Stir aluminum roof coating thoroughly until pigment is completely suspended. Do not dilute. Roll, brush, or spray on material in accordance with manufacturer's instructions At the rate of one (1) gallon for no more than 250 square feet. Final dry film thickness shall be at least 2.9 mils.
- 6.18 **Clean-Up:** The Contractor shall keep the site reasonably clean and neat during the execution of the work, shall remove accumulation of debris at the end of each day's work, and shall clean up thoroughly after each major phase of the work. Before final acceptance, the Contractor shall leave all surfaces and areas completely clean.

NOTE: "Conglas" is used to denote quality. It is not limited, materials manufactured by Manville and GAF are acceptable as equal. Prior approval of other manufacturers can be secured by contacting the City of Albuquerque, Facilities & energy management Division Representative.



All contractors submitting offers must have the appropriate State of NM Speciality GS-21 Roofers Licenses(s) which are required for this type of work.

Indicate your NM Contractor's License Number(s) below:

NM#: \_\_\_\_\_

NM#: \_\_\_\_\_

NM#: \_\_\_\_\_

NM#: \_\_\_\_\_

Prior to award, the Contractor must provide the names, contacts, addresses and phone numbers of at least three (3) customers located within a fifty mile radius of the Greater Albuquerque Metro Area of whom the selected Contractor has provided Roofing Services within the last 24 months.

In providing the Scope of Services outlined herein, the Contractor shall comply with all applicable laws, ordinances and codes of the federal, state and local governments.

It shall be the responsibility of the Contractor to obtain any and all licenses and/or permits required for the scope of service outlined herein.

Wage rate decision has been requested and will be sent out be Addendum when received by this office.

TECHNICAL SPECIFICATIONS  
RE-ROOFING AND ROOF REPAIRS ON DEMAND  
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**1. GENERAL REQUIREMENTS**

- 1.1. **Licensing and Permits:** A New Mexico Specialty GS-21 Roofer's license is required Contractor shall be responsible for obtaining all required permits and inspections. Permit and inspections. Permit and inspection tag required to be submitted to Albuquerque Housing Services upon completion of each roof.
- 1.2. **Supervision:** The work shall be performed under the direction of a qualified foreman experienced in the trade who shall be thoroughly familiar with the complete requirements and details of the work and shall normally be present on the site during the execution of the work.
- 1.3. **Contract Documents:** The Contractor shall keep one copy of the Contract Documents on the site for ready reference during the course of the work.
- 1.4. **Pre-construction Conference:** The Contractor and an Albuquerque Housing Services (AHS) representative shall schedule an on-site meeting prior to the initiation of the work to determine the exact scope of the work, scheduling, and procedures.
- 1.5. **Standards:** Procedures shall comply with the standards of the national Roofing Contractors Association as set forth in the NRCA Roofing and Waterproofing Manual.
- 1.6. **Protection of Property:** The Contractor shall take all measures necessary during the course of the work to protect existing property and shall repair at his own expense and in a manner satisfactory to the Owner any damage to existing components including interior sheetrock damage, mechanical equipment and piping, electrical equipment and conductors, sheet metal, fascias, skylights, wall surfaces, and landscaping. All repairs shall be made by properly licensed contractors. The contractor shall provide temporary covering for all roof areas as necessary to protect the building from moisture during the course of the work. Any water damage to the building after the initiation of the work shall be repaired at the Contractor's expense.

- 1.7. Inspections: The Contractor shall call for and obtain an inspection of the roof deck by an AHS representative after all preparation work has been completed but before application of new materials begin. Where new insulation is required, the contractor shall obtain an inspection before the base sheet is installed and still exposed.
- 1.8. Manufacturers Instructions: All work is to be performed in strict accordance with the product manufacturer's instruction and test specifications or code requirements shall be brought to the attention of the AHS and the City before proceeding.
- 1.9. Re-roofing Versus New Roofing: Re-roofing is the practice of applying new roofing materials. Chapter 32 of the Uniform Building Code requires that old roofing materials be removed before applying a new roof covering except when the building inspector permits re-roofing because inspection reveals the deck is sound, the existing insulation is dry, and that there is only one roof on the building and it is securely attached.
- 1.10 Cutouts: The Owner may require the Contractor to cut out several 12" x 12" squares to verify compliance with these specifications. The Contractor shall then patch the cutouts in accordance with the manufacturer's instructions.
- 1.11 Warranty: All areas of re-roofing and new roofing which can reasonably be isolated from adjacent existing roofs by expansion joints shall be so isolated, and the new or re-roofed area shall be guaranteed by the Contractor for a period of 36 months beginning at the date of final acceptance. The roof shall be guaranteed against leaks, blisters, fish mouth, and all other defects and failures except those due to hail, fire, vandalism, tampering, or structural failure. The City shall promptly notify the Contractor of any defects in the roof, and the Contractor shall promptly repair the defect in accordance with these specifications and at no cost to the City.
- 1.12 Clean up: All trash and other debris shall be removed from the site on a daily basis. Landscaped areas, parking areas, and playgrounds shall be kept free and clear of debris created by the work. Asphalt spilled or dripped on walls, fascia, mechanical equipment, and elsewhere shall be thoroughly cleaned off to the satisfaction of the City Representative.
- 1.13 Safety: The Contractor shall take whatever measures are advisable to insure safety at all times for site occupants and for workers. Roofing may contain asbestos fibers. Comply with applicable codes, laws, and regulations regarding asbestos materials.

## 2. MATERIALS

- 2.1 Primer: Shall be a black, medium consistency primer compound of select asphalt and penetrating petroleum solvents conforming to ASTM D41 or Federal Spec. SS-A-701, Comprime by Conglas or equal.
- 2.2 Granulated Venting Base Sheet: Shall be a heavy glass mat bound together with a resinous binder, coated with asphalt and surfaced with a spaced mineral aggregate, conforming to ASTM D-3672 Type II with a minimum weight of 6 pounds per 100 square feet. Prebase by Conglas or equal.
- 2.3 Fiberglass Plies and Reinforcing: Shall be a heavyweight glass mat, heavily reinforced with glass yards, bound together with a resinous binder and coated with a weathering grade asphalt, conforming to ASTM D2178, Type IV, weighing approximately 25 pounds per 100 square feet, Conply A-IV by Conglas or equal.
- 2.4 Cap Sheet and Flashing: Shall be heavy glass bound together with a resinous binder and coated with a stabilized weathering asphalt, surfaced on the weathering side with opaque, inert, non-combustible, colored granules, weighing approximately 75 pounds per 100 square feet, conforming to ASTM-3909-84, Concap by Conglas or equal.
- 2.5 Asphalt: Shall be HT Steep asphalt ASTM D-312, Type IV (High temperature) Kettle – not over 500 F with point of Application not less than 400 F.
- 2.6 Nailers, Wood Curbs, and Blocking: Shall be solid wood pressure treated in conformance with AWPAC-2 using water-borne preservative or shall be redwood or cedar.
- 2.7 Cant Strip: Shall be triangular wood fiber strip, 3 inches on vertical and horizontal faces, and shall conform to ASTM C-208.
- 2.8 Roof Vent: Shall be one-way vent, 8 ½ inches overall height, 4 inches diameter base opening 10 ¾ inches flange diameter, FP-10 Marville or equal.
- 2.9 Counter Flashing: Shall be 26 gauge galvanized steel surface mounted flashing with snap in counter flashing and shall be attached with 7/8 inch diameter neoprene faced stainless steel washers with 1 inch long ramjet pins. Sealant at top of flashing shall be polyurethane, polysulfide, or silicone. Fry SM type Springlok flashing or equal.
- 2.10 Gravel Stop: Shall be extruded aluminum at least .078 inch in thickness in an appropriate size and configuration as submitted to approved by the City before installation. Where gravel stop is continuous with or adjacent to existing gravel stop to remain, match existing gravel stop.
- 2.11 Plastic Cement: Shall be asphalt cut-back utility mastic compound fortified with fibers, Fillers, and solvents, conforming to Federal Spec SS-C153B, Type I.

- 2.12 Base Sheet: Shall be a fibrous glass mat, heavily reinforced with glass yards, bound together with a resinous binder and complete coated with a filled weathering grade asphalt. Materials shall weigh at least 25 pounds per 100 square feet and shall conform to ASTM D-2178, Type II, Conbase W-1 by Conglas or equal.
- 2.13 Roof Jacks: Factory manufactured, one-piece aluminum construction designed to allow ventilation and exclude water, self-flashing, built-in weather baffle and insect protection, and baked enamel finish.
- 2.14 Asphalt Shingles: Shall be fiberglass mat asphalt shingles complying with ASTM D3018, Type I and ASTM D 462. Fire resistance complying with ASTM E108, Class A (UL Class A) with a 25-year manufacturer's warranty.
  - a. Type: Square tab butt with three tabs, self-sealing.
  - b. Size: Approximate 915 mm (36 inches) wide by 305 mm (12 inches long)
  - c. Exposure: 127 mm (5 inches or as recommended by shingle manufacturer.
  - d. Weight: 240#
  - e. Wind Resistance: ASTM D3161, type I, self-sealing.
  - f. Hip Ridge shingles: Pre-cut manufacturer's standard or job cut.
  - g. Colors: As selected by AHS from manufacturer's standard selection.
- 2.15 Underlayment for Asphalt Shingles: Asphalt Saturated Roofing Felt, ASTM D226 Type I (No. 15) or Type II (No. 30), organic, unperforated, 914 mm (36 inches wide).
- 2.16 Valley and Eave Flashing: ASTM D224, type II, smooth surfaced asphalt roll roofing, Minimum, 2.67 kg per sq. m. (54.6 pounds per square).
- 2.17 Fasteners:
  - a. Nails: Hot galvanized or aluminum 11 or 12 gauge barbed shank, 10mm (3/8 inch) head, sharp pointed conventional, of sufficient length to penetrate at least 19 mm (3/4 inch) into or through sheathing.
  - b. Staples: ARMA specification, zinc-coated, 16 gauge minimum with minimum crown width of 24mm (15/16 inch) and sufficient length to penetrate at least 19 mm (3/4 inch) into or through sheathing.
- 2.18 Asphaltic Plastic Cement: ASTM D2822, Type II
- 2.19 Gutters and Downspouts: AAMA 1405.1 factory manufactured complete gutter and downspout seamless system of 3005-H25 aluminum sheet. Gutters shall be a minimum of 0.81 mm (0.032 inch) thick. Downspouts shall be a minimum of 0.61 mm (0.024 inch) thick. Provide manufacturer's standard accessories with matching finish to provide complete gutter and downspout system. Finish inside shall be corrosion inhibiting finish to provide complete gutter and downspout system. Finish inside shall be corrosion inhibiting finish, and exterior shall be corrosion inhibiting primer and baked on acrylic topcoat (color as selected by AHS).
- 2.20 General Quality: All materials shall be new, unused, and undamaged. Materials shall be delivered in manufacturer's original unopened containers bearing the manufacturer's label. All material shall be ASTM approved.

- 2.21 Submittals: Submit a complete list in writing to AHS prior to the preconstruction conference of the brand name and exact product type of all materials proposed for use on the project. When so requested, submit complete specifications for the material. Submit two samples of each shingle type, weight, and style indicating full range of colors to AHS for acceptance and color selection. Submit a written warranty at time of closeout of each roofing job.
- 2.22 Storage and Handling: Materials shall be stored and handled properly to avoid damage. protect all materials from moisture. Materials shall never be stockpiled on the roof in concentrations greater than 250 pounds per 10 square feet. Materials shall be delivered with manufacturer's labels intact and legible.
- 3. BUILT-UP RE-ROOFING PROCEDURE
  - 3.1 Removal of Old Roofs: Remove old roof(s) including all flashings, cants, gravel stops, and pitch pans taking care to avoid damaging counter flashings, skylights, and mechanical equipment, piping and conduit, if present. Protect roof deck from damage.
  - 3.2 Removal of Flashing: Flashing shall be cut away or stripped from the object to be flashed and the exposed surfaced reconditioned. All metal work shall be removed or lifted.
  - 3.3 Inspect Roof Deck: Clean the existing roof deck thoroughly and inspect it for soundness. report any defects immediately to AHS before proceeding.
  - 3.4 Plywood Deck: Clean and inspect deck, repair minor defects, obtain approval of deck from AHS before proceeding. Nail a fiberglass base sheet to the deck overlapping sides 2 inches and ends 4 inches.
  - 3.5 Tapered Insulation: After roof is stripped, install a tapered lightweight insulation system with a minimum of 1/4" per foot slope, to drain water from roof. Extend all components due to new roof tapered system and install new jacks, locals, and vents complete. Add canales as required due to new roof slopes.
  - 3.6 Slope: Positive slope to drain shall be attained by use of tapered insulation. Top surface shall be a smooth plane, ponding and other depressions shall be eliminated.
  - 3.7 Wood Nailers: Securely fasten continuous wood nailers around the entire perimeter of the roof area and around all penetrations including sky lights, mechanical equipment, etc. These nailers must be inches wide or 1 inch wider than flanges being nailed to them.
  - 3.8 Cants and Roof Jacks: Install continuous cants at all parapets, expansion joints and vertical surfaces above the roof deck. Prime flangers of roof jack with asphalt primer and nail flange to wood nailers or otherwise securely fasten.

- 3.9 Two Plies: Over the granulated venting base sheet, embed two fiberglass plies in hot asphalt. Embed plies in shingle fashion. Lap 19 inches with a 17-inch exposure. Embed the full width of each sheet in hot asphalt applied at a rate of 30 pounds per 100 square feet. Each ply shall be lightly broomed, using a moderately soft commercial push broom, as it is applied. All plies shall be turned up 2 inches above the cant and shall be solid mopped to the cant and vertical wall. Buckles and fishmouths shall be cut and repaired properly. Plies shall have end laps a minimum of 4 inches wide which shall be offset at least 12 inches. Plies shall be applied so that the flow of water is over or parallel to but never against the lap.
- 3.10 Reinforcing: Install reinforcing in two layers at gravel stops, parapets, expansion joints, roof penetrations and other perimeter conditions. Embed the plies in 25 pounds per 100 square feet hot asphalt. First ply to extend from a line 4 inches above cant, down cant and 4 inches onto deck. Maximum length shall be 12 inches with 6-inch end laps. Embed fully to avoid bridging. Second ply to extend from a line at the center top of the parapet above the cant down cant and 6 inches into deck. End laps shall be offset at least 24 inches from underlying reinforcing strip laps.
- 3.11 Gravel Surface: Asphalt flood coat shall be Type IV, steep asphalt, ASTM standard D-312. Upon installation of the last ply, flood the surface with the appropriate asphalt, depending on the roof slope, at an approximate rate of 60 lbs. per square and while it is still hot, embed therein an acceptable gravel at the rate of approximately 400 lbs. per square or an acceptable slag at a rate of approximately 300 lbs. per square.
- 3.12 Base Flashing: Apply strip of mineral surfaced cap sheet flashing at all walls, parapets, curbs, expansion joints, and gravel stops. Flashing shall extend 2 inches above the roofing plies and reinforcing plies on the vertical surface and shall extend beyond the reinforcing plies on the roof deck. Hot mop at the rate of 25 pounds asphalt per 100 square feet and mechanically fasten with nails and tin caps at 6 inches on center along vertical edge.
- 3.13 Counterflashing: Protect, retain, repair and reuse existing counterflashing whenever possible as determined at the preconstruction conference. When counterflashing must be replaced, install securely according to manufactured instructions using performed inside and outside corners. Lap base flashing at least 2 inches.
- 3.14 Roof Vents Replacement or Installation of New Roof Vents: Install one vent per 750 square feet of roofing. Cut through roofing down to roof deck if necessary. Prime flange with roofing prime. Set flange in mastic. Strip in with two fiberglass plies and one larger granule coated cap sheet ply.
- 3.15 Blocking: All piping and conduit shall be supported at adequate intervals on redwood blocking secured to the pipe or conduit. Replace existing softwood blocking with the specific block.

NOTE: "Conglas" is used to denote quality. It is not limited. Materials manufactured by Firestone, Manville and GAF are acceptable as equal. Prior approval of other manufacturers can be secured by contacting City of Albuquerque, Albuquerque Housing Services Representative.

#### 4. ASPHALT SHINGLES RE-ROOFING PROCEDURES

- 4.1 Site Verification of Conditions: Examine substrate before beginning installation. AHS will determine whether to tear-off or apply the new roofing on top of the existing roofing. All work shall conform with the UBC and local codes. Verification will be required that re-shingling over existing roofing does not affect or void new roofing warranty.
- 4.2 Preparation: Contractor shall be responsible for protection of complete building, exterior surfaces, interior surfaces, and equipment at all times from weather while roof contract work is in progress.
- 4.3 Removal of Existing Roofing: Remove existing shingles, felts, metal drip edging, roofing nails, flashings, and any other covering required to accomplish roof work specified. After removal of existing roofing and related items has been completed and before any new work is installed, notify AHS to inspect roof decking and structural members.
- 4.4 Substrate Preparations: Prepare substrate in accordance with ARMA Residential Asphalt Roofing Manual. Roof surface shall be firm, dry, sound, and broom-cleaned before any Roofing is applied. Renail loose sheathing or decking to provide sound substrate.
- 4.5 Underlayment: Apply in accordance with ARMA Residential Asphalt Roofing Manual and applicable codes.
  - a.. Install 914 mm (36 inch) wide underlayment lengthwise in valley.
  - b. Main roof: apply underlayment over wood sheathing in shingle fashion with minimum 2 inch laps and secure as necessary to properly hold felt in place and protect structure until covered by shingles.
  - c. Valleys: Overlay valley underlayment minimum of 6 inches.
  - d. End laps: If required, make a minimum of 4 inches and offset minimum of 6 feet in adjacent courses.
  - e. Vertical junctures: Carry underlayment up vertical surface a minimum of 4 inches.
- 4.6 Closed Valley Flashing: Apply as specified or scheduled in accordance with ARMA Residential Asphalt Roofing Manual and applicable codes. Valley flashing shall be applied in a 36-inch wide layer of valley flashing lengthwise in valley on top of previously applied underlayment nailed at edges only. End laps shall be a minimum of 12 in lap cemented with asphalt plastic cement.
- 4.7 Metal Flashing: Provide and install in accordance with ARMA Residential Asphalt Roofing Manual and SMACNA manual.
  - a.. Open valley flashing: Apply as specified in accordance with ARMA Residential Asphalt Roofing Manual for open valley with metal flashing.  
Underlayment: apply additional 36-inch wide layer of underlayment lengthwise in valley on top of previously applied underlayment nailed at edges only. End laps shall be a minimum of 12-inch lap cemented with asphalt plastic cement.



- b. Metal Flashing: Install 24-inch wide metal flashing in 10-foot lengths in valley lengthwise with nails 12 inches O.C. Immediately adjacent to edges with nail heads holding metal flashing in place. Provide splash diverter rib not less than 1 inch high at center flow line. End laps shall be a minimum of 12-inch lap cemented with asphalt plastic cement.
  - c. Drip Edges: Provide metal flashing at rake edges and eave edges without gutters in accordance with SMACNA Plate No. 74. Extend drip edges minimum of 3 inches back from roof edge. Drip edge to be placed over 1 x 2 redwood strip.
  - d. Flashing Cap (top of parapet or wall): Provide sheet metal flashing as required by conditions in accordance with SMACNA Manual. Cover blocking with roofing felt. Miter, seam and seal corners.
  - e. Vent Pipe Flashing: Provide and install sheet lead flashing set in asphalt plastic cement in accordance with ARMA Residential Asphalt Roofing Manual and SMACNA Manual Plate 71, Figure A at vent pipe and similar penetrations. Flashing shall be formed to fit over vent pipe and conform to slope of roof.
- 4.8 Asphalt shingles: Asphalt shingles shall be installed in accordance with ARMA Residential Asphalt Roofing Manual, applicable codes and manufacturer's recommendations. Lay in horizontal courses with exposure and heap lap as recommended by manufacturer. Install starter strip as first course at eaves. Each course shall have break joints with preceding one. Install fasteners in number and in locations as recommended by ARMA Residential Asphalt Roofing Manual and manufacturer. Each fastener shall be located to drive through shingle and lapped shingle below. Staples shall be oriented parallel to length of shingles. Exposed fasteners shall be permissible only in top course where unavoidable. Cover exposed heads with asphalt plastic cement spread thickly over exposed surface of under courses of shingles nailed securely in place and pointed with asphalt plastic cement. Nearly fit shingle around any pipes, ventilators, etc. No shingle tab shall be less than 3 inches. Place nails to avoid puncturing flashing whenever possible. Complete Roofing shall have sound shingles, be whole and clean and roof left watertight.
5. Gutter and Downspouts
- 5.1 General: Design and provide in accordance with Reference Standards and Performance Requirements. Install in accordance with manufacturer's recommendations.
- a. Gutters shall be coordinated with front edge of roof slope line. Slope gutters to downspouts.
  - b. Gutter Hangers: Provide continuous roof aprons. Install hangers to that movement is not restricted. Secure with two 0-32mm (1-1/4inch) screw shank nails into framing members. Provide expansion joints as recommended by manufacturer including to sides of hip roof and on runs exceeding 40 feet in length. Locate at high points of gutters.
  - c. Downspouts: Provide complete with elbows. Rigidly secure with manufacturer-supplied fittings to wood framing through siding and sheathing.

- d. Protection: Paint or otherwise protect aluminum in contact with metal or other material not compatible with aluminum.
  - e. Joints: Seal watertight.
- 5.2 Gutters: Hang with high points equidistant from downspout. Lap joints a minimum of 1 inch in direction of flow except at expansion joints. Secure aluminum gutter to fascis with wood nailers or aluminum brackets at a maximum of 36 inches O.C.
- 5.3 Downspouts: Set downspouts plumb and clear of wall. Anchor each section of downspout to wall at top and bottom. Provide elbows, offset and shores where required. Secure downspouts against slippage by fastening it to gutter stud with non-corrosive metal screw and providing wall straps at 6 feet O.C.
- 5.4 Water Test: Flood test gutters and downspouts in presence of AHS representative. Repair leaks and seal leaking joints. Repeat test until gutters and downspouts are leak free.
6. ROOF DECK REPLACEMENT – AHS may require replacement of deteriorating decking Or additional decking upon inspection of the exposed roof.
- 6.1 Deteriorating decking: Replace badly deteriorating sections of plywood decking with same thickness plywood as existing. Fit plywood accurately into position without springing or otherwise forcing the lumber into place. Securely anchor in place.
- 6.2 Additional decking over existing: Replace deteriorated sections of decking as in Paragraph 6.1 with exterior type, Douglas fir CD matching thickness of existing decking. Place new CD over existing with staggered joints.

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SUPPLEMENTAL TERMS AND CONDITIONS:

THESE SUPPLEMENTAL TERMS AND CONDITIONS ARE IN ADDITION TO THE GENERAL INSTRUCTIONS, TERMS AND CONDITIONS AND, IN THE EVENT THERE IS A CONFLICT BETWEEN THE PROVISIONS OF THE GENERAL INSTRUCTIONS, TERMS AND CONDITIONS AND THESE SUPPLEMENTAL TERMS AND CONDITIONS, THE PROVISIONS OF THESE SUPPLEMENTAL TERMS AND CONDITIONS SHALL CONTROL.

AWARD OF CONTRACT - MULTIPLE AWARDS:

THE CITY RESERVES THE RIGHT TO MAKE MULTIPLE AWARDS AS A RESULT OF THIS REQUEST IF DOING SO MAY BE ADVANTAGEOUS TO THE CITY.

CONTRACT PERIOD - 24 MONTHS:

A CONTRACT RESULTING FROM THIS REQUEST WILL BE EFFECTIVE FOR TWENTY-FOUR (24) MONTHS FROM THE DATE OF ISSUE OF THE PURCHASE ORDER UNLESS OTHERWISE SPECIFIED IN THE REQUEST.

CONTRACT PERIOD - EXTENSION OF:

ANY CONTRACT RESULTING FROM THIS REQUEST MAY BE EXTENDED FOR AN ADDITIONAL TWELVE (12) MONTH PERIOD OR ANY PART OF A TWELVE (12) MONTH PERIOD BY MUTUAL AGREEMENT BETWEEN THE CONTRACTOR(S) AND THE CITY.

DAMAGE RESPONSIBILITY FOR:

THE SUCCESSFUL OFFEROR TO THIS REQUEST SHALL BE RESPONSIBLE FOR ANY DAMAGE CAUSED DURING REMOVAL OR INSTALLATION. DAMAGE SHALL BE REPORTED IMMEDIATELY TO THE DESIGNATED CITY REPRESENTATIVE.

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DESIGN CONFORMANCE - OSHA:

THE DESIGN OF ALL EQUIPMENT PURCHASED AS A RESULT OF AN OFFER MADE IN RESPONSE TO THE REQUEST SHALL BE IN CONFORMANCE WITH ALL APPLICABLE REGULATIONS OF THE FEDERAL OCCUPATIONAL SAFETY AND HEALTH ACT WHICH ARE IN EFFECT AT THE TIME OF DELIVERY.

ESTIMATED QUANTITIES, NOT AN ORDER:

THE ESTIMATED QUANTITIES LISTED DO NOT CONSTITUTE AN ORDER AND ARE NOT NECESSARILY COMPREHENSIVE; THEY ARE A REPRESENTATIVE SAMPLE OF WHAT IS LIKELY TO BE PURCHASED DURING THE COURSE OF A CONTRACT RESULTING FROM THIS REQUEST AND WILL BE USED ONLY TO EVALUATE OFFERS AND AWARD SUCH A CONTRACT. THESE QUANTITIES AS STATED MAY INCREASE OR DECREASE DEPENDING ON THE ACTUAL NEEDS OF THE CITY. ACTUAL ORDERS WILL BE PLACED

FREIGHT, AS INDICATED:

F.O.B. POINT OTHER THAN INDICATED BY THE CITY WILL NOT BE ACCEPTABLE.

FREIGHT, PREPAID:

FREIGHT WILL BE F.O.B. DESTINATION - FREIGHT PREPAID. F.O.B. POINT OTHER THAN INDICATED BY THE CITY WILL NOT BE ACCEPTABLE.

INSPECTION OF MATERIALS:

THE CITY RESERVES THE RIGHT TO INSPECT MATERIALS PROVIDED BY THE OFFEROR THROUGH A CONTRACT RESULTING FROM THIS REQUEST TO DETERMINE THEIR QUALITY, FITNESS AND SUITABILITY. INSPECTION OF THESE MATERIALS MAY BE CONDUCTED WHENEVER THE CITY CONSIDERS NECESSARY.

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INSURANCE:

THE CONTRACTOR SHALL PROCURE AND MAINTAIN AT ITS EXPENSE UNTIL FINAL PAYMENT BY THE CITY FOR SERVICES COVERED BY THIS AGREEMENT, INSURANCE IN THE KINDS AND AMOUNTS HEREINAFTER PROVIDED WITH INSURANCE COMPANIES AUTHORIZED TO DO BUSINESS IN NEW MEXICO, COVERING ALL OPERATIONS UNDER THIS AGREEMENT, WHETHER PERFORMED BY IT OR ITS AGENTS. BEFORE COMMENCING THE SERVICES AND ON THE RENEWAL OF ALL COVERAGES, THE CONTRACTOR SHALL FURNISH TO THE CITY A CERTIFICATE OR CERTIFICATES IN FORM SATISFACTORY TO THE CITY SHOWING THAT IT HAS COMPLIED WITH THIS SECTION. ALL CERTIFICATES OF INSURANCE SHALL PROVIDE THAT THIRTY (30) DAYS WRITTEN NOTICE BE GIVEN TO THE RISK MANAGER, DEPARTMENT OF FINANCE AND ADMINISTRATIVE SERVICES, CITY OF ALBUQUERQUE, P.O. BOX 470, ALBUQUERQUE, NEW MEXICO 87103, BEFORE A POLICY IS CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED. VARIOUS TYPES OF REQUIRED INSURANCE MAY BE WRITTEN IN ONE OR MORE POLICIES. WITH RESPECT TO ALL COVERAGES REQUIRED OTHER THAN WORKERS' COMPENSATION, THE CITY SHALL BE NAMED AN ADDITIONAL INSURED. ALL COVERAGES AFFORDED SHALL BE PRIMARY WITH RESPECT TO OPERATIONS PROVIDED. KINDS AND AMOUNTS OF INSURANCE REQUIRED ARE AS FOLLOWS:

A. COMMERCIAL GENERAL LIABILITY INSURANCE - A COMMERCIAL GENERAL LIABILITY INSURANCE POLICY WITH COMBINED LIMITS OF LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE AS FOLLOWS:

\$1,000,000 PER OCCURRENCE  
\$1,000,000 POLICY AGGREGATE  
\$1,000,000 PRODUCTS LIABILITY/COMPLETED OPERATIONS  
\$1,000,000 PERSONAL AND ADVERTISING INJURY  
\$ 50,000 FIRE - LEGAL  
\$ 5,000 MEDICAL PAYMENTS

SAID POLICY OF INSURANCE MUST INCLUDE COVERAGE FOR ALL OPERATIONS PERFORMED FOR THE CITY BY THE CONTRACTOR AND CONTRACTUAL LIABILITY COVERAGE SHALL SPECIFICALLY INSURE THE HOLD HARMLESS PROVISIONS OF THIS AGREEMENT.

B. AUTOMOBILE LIABILITY INSURANCE - AN AUTOMOBILE LIABILITY POLICY WITH LIABILITY LIMITS IN AMOUNTS NOT LESS THAN \$1,000,000 COMBINED SINGLE LIMIT OF LIABILITY FOR BODILY INJURY, INCLUDING DEATH, AND PROPERTY DAMAGE IN ANY ONE OCCURRENCE. SAID POLICY OF INSURANCE MUST INCLUDE COVERAGE FOR THE USE OF ALL OWNED, NON-OWNED, HIRED AUTOMOBILES, VEHICLES AND OTHER EQUIPMENT BOTH ON AND OFF WORK.

C. WORKERS' COMPENSATION INSURANCE - WORKERS' COMPENSATION INSURANCE FOR ITS EMPLOYEES IN ACCORDANCE WITH THE PROVISIONS OF THE WORKERS' COMPENSATION ACT OF THE STATE OF NEW MEXICO.

D. INCREASED LIMITS - IF, DURING THE TERM OF THIS AGREEMENT, THE CITY REQUIRES THE CONTRACTOR TO INCREASE MAXIMUM LIMITS OF ANY INSURANCE REQUIRED HEREIN, AN APPROPRIATE ADJUSTMENT IN THE CONTRACTOR'S COMPENSATION WILL BE MADE.

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LAWS AND REGULATIONS:

THE OFFEROR SHALL GIVE ALL NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES AND REGULATIONS THAT APPLY TO THIS WORK. THE OFFEROR SHALL OBTAIN AND PAY FOR ALL PERMITS AND LICENSES NECESSARY TO EXECUTE AND COMPLETE THE WORK. ALL REQUIRED LICENSES MUST BE IN FORCE AT THE TIME OF SUBMISSION OF AN OFFER AND REMAIN IN FORCE DURING THE ENTIRE PERIOD OF ANY CONTRACT RESULTING FROM THIS REQUEST. FAILURE TO PROVIDE PROOF OF REQUIRED LICENSES IN FORCE WILL RESULT IN THE OFFER BEING JUDGED NON-

MATERIALS AND WORKMANSHIP:

ALL MATERIALS FURNISHED BY THE OFFEROR SHALL BE FREE FROM DEFECTS AND IMPERFECTIONS. WORKMANSHIP SHALL BE IN ACCORD WITH THE BEST INDUSTRY STANDARDS AND PRACTICES. BOTH MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO THE APPROVAL OF THE CITY.

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PRICE ESCALATION:

THIS OFFER MAY BE CONSIDERED FOR ESCALATION UNDER THE FOLLOWING CONDITIONS:

A. OFFERED PRICES MUST BE FIRM FOR A LEAST NINETY (90) CALENDAR DAYS AFTER WRITTEN NOTIFICATION OF A CONTRACT.

B. ALL PRICE INCREASES SHALL BE ACCOMPANIED BY A CERTIFIED LETTER FROM THE OFFEROR'S SUPPLIER SHOWING THE PRICE INCREASE TO THE OFFEROR.

C. ALL INVOICES OF THE OFFERED ITEMS, FROM SUPPLIERS TO THE OFFEROR, SHALL BE SUBJECT TO AUDITING BY THE CITY AND FURNISHED WITHOUT DELAY UPON REQUEST.

D. THE CITY RESERVES THE RIGHT TO CANCEL A CONTRACT RESULTING FROM THIS REQUEST AND SOLICIT A NEW CONTRACT IF THE ESCALATED PRICE IS ABOVE THE CURRENT OPEN MARKET PRICE FOR THE SAME COMMODITY. CANCELLATION OF THE CONTRACT SHALL NOT AFFECT ANY OUTSTANDING ORDERS.

E. ALL REVISIONS OF THE PRICE LIST SHALL BECOME EFFECTIVE WHEN THEY ARE RECEIVED, IN WRITING, AND ACCEPTED, BY THE PURCHASING OFFICE OF THE CITY, PROVIDED THAT THEY DO NOT CONFLICT WITH ITEM (F.) OF THIS PARAGRAPH.

F. ALL APPROVED PRICE CHANGES RESULTING FROM THIS ESCALATION CLAUSE SHALL BE FIRM FOR A PERIOD OF NINETY (90) CALENDAR DAYS AFTER ACCEPTANCE IN WRITING BY THE CITY.

G. THE OFFEROR SHALL BE LIMITED TO A MAXIMUM OF TWO PRICE ESCALATIONS PER CONTRACT PERIOD UNLESS OTHERWISE SPECIFIED IN THIS REQUEST.

H. THE OFFEROR SHALL PROVIDE TO THE CITY WRITTEN NOTICE OF ANY REQUESTED PRICE CHANGES WHICH BECOME EFFECTIVE UPON WRITTEN ACCEPTANCE BY THE CITY PURCHASING OFFICE.

I. IF THE OFFEROR RECEIVES ANY PRICE DE-ESCALATIONS FROM THE SUPPLIER OF GOODS SOLD TO THE CITY THROUGH A CONTRACT RESULTING FROM THIS REQUEST, THE OFFEROR IS RESPONSIBLE FOR NOTIFYING THE CITY WITHIN TWENTY-FOUR (24) HOURS OF SUCH DE-ESCALATIONS, AND PASSING THOSE PRICE CHANGES ON TO THE CITY IMMEDIATELY.

REMOVING DEBRIS AND CLEANING THE AREA:

THE OFFEROR SHALL, DURING THE PROGRESS OF THE WORK, REMOVE AND DISPOSE OF ALL DEBRIS AND KEEP THE PREMISES CLEAN AND SAFE. WHEN THE WORK IS COMPLETE, THE OFFEROR SHALL REMOVE ALL CONSTRUCTION EQUIPMENT AND SURPLUS MATERIALS (EXCEPT MATERIALS THAT ARE TO REMAIN THE PROPERTY OF THE CITY AS PROVIDED IN THE SPECIFICATIONS) AND LEAVE THE PREMISES IN A CLEAN CONDITION SATISFACTORY TO THE CITY.

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WORKING CONDITIONS:

THE CITY IS NOT RESPONSIBLE FOR OBSTACLES, UNFAVORABLE CONDITIONS, OR HAZARDS, WHICH MAY BE ENCOUNTERED BY THE OFFEROR, BOTH ABOVE AND BELOW GROUND. THESE CONDITIONS ARE PART OF THE RISK AND RESPONSIBILITY OF THE OFFEROR.



## CITY OF ALBUQUERQUE

### GENERAL INSTRUCTIONS, TERMS, AND CONDITIONS

**IMPORTANT: READ CAREFULLY BEFORE SUBMITTING OFFERS. FAILURE TO DO SO SHALL NOT ABSOLVE THE OFFEROR FROM RESPONSIBILITY TO PERFORM OR DELIVER AS SPECIFIED.**

1. **Applicability:** Except as otherwise specifically provided in this Request, these General Instructions, Terms, and Conditions shall govern the procurement of the items specified in this Request. In the event of a conflict between these General Instructions, Terms, and Conditions, Supplemental Conditions or the specifications of this bid, the order of applications shall be the Specifications, Supplemental Conditions, and the General Instructions, Terms and Conditions. In addition, the Public Purchases Ordinance (Section 5-5-1 *et seq.* ROA 1994) and promulgated Rules and Regulations shall apply.
2. **Definitions:** As used in this request, the definitions of the Public Purchases Ordinance (Section 5-5-2 ROA 1994) apply including the following:
  - A. “City” means the City of Albuquerque, New Mexico.
  - B. “Contract” means any agreement for the procurement of goods, services, construction or concessions. A purchase order issued in response to an offer constitutes a contract.
  - C. “Contractor” means an Offeror who has been awarded a contract.
  - D. “Offeror” means a business that submits a response to a competitive solicitation.
  - E. “Purchase Order” means a document issued by the Purchasing Office directing the Contractor to deliver goods, services or construction.
  - F. “Purchasing Office” means the Purchasing Division of the Department of Finance & Administrative Services of the City.
  - G. “Purchasing Officer” means the person charged with the responsibility of administering the Purchasing Office.
  - H. “Request” means all documents, including those attached or incorporated by reference, issued by the Purchasing Office for soliciting offers to provide goods, services or construction.
  - I. “Responsible Offeror” means a business which has the capability in all respects to perform fully the contract requirements set out in the competitive solicitation, and the integrity and reliability which will assure good faith performance, and who has not violated or attempted to violate any provision of law or ethical conduct. Factors which may be considered in determining the Offeror’s capability to perform, among others, are its financial resources, production or service facilities, service reputation and experience.
  - J. “Responsive Offer” means a written offer to furnish goods, services or construction in conformity with standards, specifications, delivery terms and conditions, and all other requirements established in a competitive solicitation.

**3. Preparation of Offer:**

- A. Submission:** All offers must be submitted on the Request for Bid Form enclosed. Failure to do so may disqualify your offer. It is the responsibility of the Offeror to submit sufficient additional information to allow for a thorough evaluation of the offer submitted.
- B. Preparation Method:** All information required in this Request must be typewritten or handwritten in ink and must be legible. Erasures or other changes must be initialed by the person signing the offer. Each offer must be signed on the appropriate pages by an individual authorized to bind the Offeror submitting the offer.
- C. Unit Prices:** The unit price for each item offered shall be shown unless otherwise specified. In the case of a discrepancy between the unit price and the extended price, the unit price will govern in determining the price used for evaluation.

Unit prices offered should be for the units specified.

- D. Delivery Time:** Delivery time stated in the specifications shall apply. Deviations by the Offeror shall be stated on the Exception Form. Time, if stated in number of days, will be consecutive calendar days.
- E. Payment Terms:** The Request for Bid Form provides space for the Offeror to identify the payment terms that the Offeror is offering. Terms of less than twenty (20) days will not be considered. The discount term shall not begin until the goods, services or construction have been delivered and accepted and the correct invoice received in the City's Accounts Payable Office.

Prompt payment discounts will NOT be used as a factor in determining the lowest responsive offer.

- F. Freight Policy:** Freight will be F.O.B. Destination (as indicated on the Request Form), Freight Prepaid, unless otherwise specified in this Request.
- G. Taxes:** Offerors shall include any applicable gross receipts taxes in its offered price, unless specified otherwise in this request, and such offer will be construed in that manner. The City will, under appropriate circumstances, furnish a non-taxable transaction certificate. Determination of whether the tax is due and payment of the tax is the responsibility of the Offeror. Applicable taxes are to be included in each invoice due and may not be billed more than sixty (60) days after providing the services to which the taxes apply.
- H. New Material, Etc.:** All materials, supplies, equipment, and vehicles specified in this Request shall be new, the latest in production and manufactured within the last twelve (12) months (computed from the date and time of offer opening) unless otherwise indicated. This does not apply to materials, supplies, equipment or vehicles used by the Contractor to provide the required items of tangible personal property, services or construction.
- I. Warranty:** Materials furnished by the successful Offeror shall be accompanied by the manufacturer's written warranty against defects in quality, craftsmanship, and materials.

The Offeror agrees that the items of tangible personal property, services or construction furnished under any contract resulting from this Request shall be covered by the most favorable

commercial warranties the Offeror gives to any customer for such items. Further, the Offeror agrees that the rights and remedies provided in such warranties extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this Request. The Offeror agrees not to disclaim warranties of fitness for a particular purpose of merchantability. Warranties shall become effective at the time of acceptance.

- J. **Equivalent Offers:** Where a product is characteristic of a sole manufacturer, or where a brand name is indicated in the specifications, it shall be defined to mean minimum acceptable level or minimum quality required by the City unless the specifications state that no substitutions or equivalents will be allowed. If the Offeror offers an item other than the one specified, which the Offeror considers comparable, the manufacturer's name and model number of that item must be specified in the offer and sufficient performance specification and descriptive data provided to permit a thorough evaluation. Failure to provide the appropriate information may result in disqualification of the offer.
- K. **Exceptions to Specifications:** Offerors are to state any exceptions taken to this Request on the Specifications Exception Form. If no exceptions are stated, the Offeror is required to furnish the items exactly as specified and to comply with all other requirements of this Request.
- L. **Indemnity:** The Offeror to whom an award has been made as a result of this Request expressly agrees to defend, indemnify and save harmless the City and its officers, agents and employees from and against any and all claims, suits demands, actions, or proceedings of every nature and description brought because of any injury or damage received or sustained by any person, persons, or property arising out of the Offeror's providing the goods, services or construction pursuant to the offer or by reason of any act or omission, neglect or misconduct of the Offeror, the agents, employees or subcontractors of the Offeror or the agents or employees of any subcontractor of the Offeror. The indemnity required herein shall not be limited by reason of the specification of any particular insurance coverage.
- M. **Patent Indemnity:** If any item furnished pursuant to any contract resulting from this Request shall be covered by any patent, copyright, or application for patent or copyright, the Offeror shall defend, indemnify and save harmless the City from any and all loss, cost or expense or any all claims suits, or judgments as a result of the use of such item in violation of rights under such patent, copyright, or application for patent or copyright.
- N. **Public Inspection:** Each offer shall be open to public inspection, except to the extent the Offeror designates trade secrets or other proprietary data to be confidential. Material so designated shall accompany the offer and each page shall be clearly marked and readily separable from the offer in order to facilitate public inspection of the nonconfidential portion of the offer. Prices and makes and models or catalog numbers of the items offered, deliveries and terms of payment shall be publicly available at the time of the opening of the offer regardless of any designation to the contrary. The City shall endeavor to restrict distribution of the material designated as confidential to only those individuals involved in the review and analysis of the offers. Offerors are cautioned that materials designated confidential may nevertheless be subject to disclosure to any New Mexico citizen under the Inspection of Public Records Act (Sections 14-2-1 through 14-2-3 N.M.S.A. 1978).
- O. **Material Safety Data Sheets:** To comply with the Occupational Health and Safety Regulation 1910.1200 for general standards on handling hazardous materials, material safety data sheets may be required for all or part of the products included on this Request. It is the responsibility of the Offeror to make this determination and, if required, a copy of the MSDS must accompany

the product when delivered to the end user. Failure to comply with this requirement may cause the delivery of products to be rejected and all costs related to such action to be borne by the Offeror.

- P. **Licenses and Certifications:** The Offeror must provide proof, in a manner acceptable and within the time period specified by the Purchasing Office, but prior to award, unless otherwise specified in this Request, that they are licensed and certified by the appropriate agencies as required by law to perform the services or provide the goods specified in this Request.

4. **Debarment or Ineligibility Compliance:** By submitting its offer in response to this Request, the Offeror certifies that (i) it has not been debarred or otherwise found ineligible to receive funds by any agency of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States; and (ii) should any notice of debarment, suspension, ineligibility or exclusion be received by the Offeror, the Offeror will notify the City immediately.

5. **Ethical Conduct:** By submitting its offer in response to this Request, the Offeror certifies that:

- A. It has not offered, given or agreed to give to any City employee or former employee, a gratuity or offer of employment to influence the preparation of or recommendation of award of this Request;
- B. It has not retained a person to solicit or secure a City Contract for a contingent fee;
- C. It has not taken any action in restraint of free competitive bidding in connection with this Request;
- D. It has not in any way violated the ethical conduct or other provisions of the City's Public Purchases Ordinance; and
- E. It currently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with its performance of any contract resulting from this Request.

6. **Requests for Explanations by Offerors:**

- A. **Requests for Explanation:** Any explanation desired by the Offeror regarding the meaning or interpretation of specifications or any part of this Request must be requested in writing and received in the Purchasing Office not less than ten (10) working days before the offer opening date.
- B. **Responses to Requests:** Oral explanations or instructions given prior to the opening of the offer shall not be binding. Any official explanations must be issued, in writing, by the Purchasing Division.

7. **Addenda:**

**Addenda:** Changes or amendments to specifications, conditions or provisions herein may be initiated ONLY through the Purchasing Office in the form of a written addendum.

Any addenda shall become a part of this Request and should be acknowledged either by being signed and returned with the offer or through letter or telegram that arrives prior to the opening of the offer.

**Failure to do so may result in disqualification of the offer.**

**It is the responsibility of all vendors considering making an offer in response to this Request to ensure that they have received all addenda prior to making an offer. Offerors may contact the Purchasing Division to obtain information regarding any addenda issued. Failure to obtain an addendum shall not be grounds for overturning a recommendation of award.**

**8. Clarification of Offers:**

**The City may, in the evaluation of offers, request clarification from Offerors regarding their offers, obtain additional material or literature, and pursue other avenues of research as necessary to insure that a thorough evaluation is conducted.**

**9. Submission of Offer:**

**A. Time: Offers not received by the time and date indicated on the Request will not be accepted.**

**B. Hand Carried: Offers may be hand carried to the City Clerk's Office on the eleventh (11th) floor of the Albuquerque/Bernalillo County Government Center, 1 Civic Plaza, Albuquerque, New Mexico.**

**C. Mailed: Offers may be mailed to the Attention of the City Clerk, City of Albuquerque, P.O. Box 1293, Albuquerque, New Mexico, 87103. The City shall not be responsible for offers that are mailed and not received by the opening date and time specified in the solicitation.**

**Note: The City picks up mail at the post office once every morning at 7:00 AM (local time). ALL SEALED BIDS MUST BE RECEIVED IN THE OFFICE OF THE CITY CLERK BY THE TIME SPECIFIED ON PAGE ONE OF THIS RFB. THE TIME RECORDED IN THE CITY CLERK'S OFFICE WILL CONTROL.**

**D. Receipts: Receipts for hand delivered offers shall be issued by the City Clerk's Office (upon request) for offers which are hand carried.**

**E. Envelope Preparation: The envelope/package containing an offer must be sealed and the following identifying information legibly written or typed on the outside:**

- 1) Name of Offeror**
- 2) Request Number assigned by the City to the Request**
- 3) Opening date as identified on the Request or subsequent addenda**

**F. No Other Methods of Offer Delivery: Neither telephone, telegraphic, or facsimile Offer shall be accepted.**

**10. Civil Rights Compliance:**

**Offeror certifies and agrees, by submittal of its offer, to comply and act in accordance with all provisions of the Albuquerque Human Rights Ordinance, the New Mexico Human Rights Act, Title VII of the U.S. Civil Rights Act of 1964, as amended, and all federal statutes and executive orders, New Mexico statutes and City of Albuquerque ordinances relating to the enforcement of civil rights.**

**Offeror additionally certifies and agrees to abide by and cooperate in the implementation of the policies**

and practices set forth in the City's Affirmative Action Plan.

Questions regarding civic rights or affirmative action compliance requirements should be directed to the City of Albuquerque Human Rights Division, Community Services Department.

**11. Americans with Disabilities Act Compliance:**

Offeror certifies and agrees, by submittal of its offer, to comply and act in accordance with all applicable provisions of the Americans with Disabilities Act of 1990 and Federal regulations promulgated thereunder.

**12. Withdrawal of Offers:**

An offer may be withdrawn in person at any time BEFORE the scheduled opening of offers, provided a receipt for the withdrawn offer is signed by the Offeror or the Offeror's authorized representative. The City reserves the right to request proof of authorization to withdraw an offer.

**13. Opening of Offers:**

**Time and Place:** Offers will be opened by the City Clerk at the time and place identified in this Request. Openings are open to the public. Offerors are encouraged to attend.

**14. Disqualification of Offer:**

Any offer received from an Offeror that is, at the time of submitting its offer or prior to receipt of award of a contract, debarred by or otherwise ineligible to receive funds from any agency of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States, shall be rejected.

In addition, the City reserves the right to reject an offer for, including but not limited to, any one or more of the following circumstances:

- A. In the past the Offeror has failed to comply with previous contractual commitments or offers to the City.
- B. In the opinion of the City the Offeror is not capable of providing the offered goods, services, or construction as offered or required by the Request or is otherwise not a responsible Offeror.
- C. The Offeror has not provided sufficient or detailed information which allows for the evaluation of the offer.
- D. In the opinion of the City, the offered prices are higher than the prices for which the specified items or services can be purchased on the open market.
- E. The Offeror failed to properly fill in any space on the Request Form and attached documents where information or a signature is required.
- F. The Offeror did not, at the time the offer is made, have an appropriate New Mexico Contractor's License or Certification when one is required by law, regulation or this Request.
- G. The Offeror failed to submit with their offer, bid bonds or other material requirements of the Request or has otherwise submitted a non-responsive offer.

- H. There are unauthorized additions, conditions, alternate proposals or other irregularities of any kind which might make the offer incomplete, indefinite or ambiguous in meaning.
- I. Offer was not submitted in ink or typewritten or there is any erasure or alteration of words or figures relating to pricing which is not initialed in ink by the Offeror.
- J. The City determines that an offer contains any misrepresentations whatsoever.

**15. Rejection/Cancellation of Offers:**

Any solicitation, prior to opening or after opening, may be cancelled or any or all offers may be rejected in whole or in part when it is in the best interest of the City.

**16. Minor or Technical Irregularities:**

Minor or technical irregularities in an offer, when there is no effect on price, quality or quantity may be waived and clerical errors in an offer may be corrected, if permitted by the Purchasing Officer and are in the best interest of the City.

**17. Nonconforming/Conditional, or Counter Offers:**

An offer which is nonconforming or conditional, whether in part or in whole, will be rejected.

**18. Offer Analysis:**

The City reserves the right to analyze, examine and interpret any offer for a minimum period of ninety (90) consecutive calendar days, after the scheduled time for the opening of offers. Offers may not be rescinded during this period except for good cause and with the written approval of the Purchasing Officer. In those situations where the analysis/evaluation exceeds the ninety (90) calendar days, Offerors may withdraw their offers from consideration.

**19. Award of Contract:**

- A. **When Award Occurs:** The award of a contract occurs when a Purchase Order is issued or other evidence of acceptance by the City is provided to the Offeror. A Recommendation of Award does not constitute award of contract.
- B. **Award:** If a contract is awarded, it shall be awarded to the responsive and responsible Offeror whose offer is lowest in total price and is the most advantageous to the City, specifications and other factors considered.
- C. **Basis of Award:** The City reserves the right to award a contract based on this Request in total or by group of items, on the basis of individual items, or any combination of these, which in the judgment of the Purchasing Officer, best services the interests of the City, unless otherwise stated in this Request.
- D. **Increase of Quantities:** The City reserves the right to increase the quantities of items of tangible personal property, services or construction to be provided within a twelve (12) month period, under the terms of the Contract, at the same prices, with the consent of the Contractor.

- E. **Decrease of Quantities:** The City reserves the right to decrease the quantities of items of tangible personal property, services or construction to be provided under the terms of the Contract. However, the Contractor shall be offered an opportunity to cancel the portion of the Contract affected by such a decrease if the Contractor is not able to meet the contracted prices by delivering the decreased amount. This clause shall not have effect if the Contract was originally awarded based on estimated quantities.
- F. **Contract Changes:** In no case shall a contract be changed without the prior written approval of the Purchasing Officer.
- G. **Debarment/Cancellation of Contract:** Upon receipt of notice of debarment of an Offeror awarded a contract as a result of this Request for Bids (the "Contractor"), or other ineligibility of the Contractor to receive funds from any agency of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States, the City shall have the right to cancel the contract with the Contractor for cause as provided in Section 25 below.
- H. **Local and Resident Preference:** A five percent (5%) Preference may be afforded an Offeror who qualifies in accordance with the City's Public Purchases Ordinance. If no offers are received which qualify for a Local Preference, a 5% Resident Business Preference may be afforded an Offeror who has been certified by the State of New Mexico Purchasing Division, in compliance with State laws.

Information regarding the Public Purchases Ordinance and the application of the Local or Resident preference can be obtained by contacting the Purchasing Division at (505) 768-3344.

For consideration for the Local Preference the Offeror must complete the Local Preference Certification Form in accordance with the form instructions and return the Local Preference Certification Form with its offer.

To qualify for the Resident Preference, the Offeror must provide its assigned Resident Certification Number with its offer (an appropriate place is designated in the Request). If an Offeror does not provide its assigned Resident Certification Number with its offer, the offer shall not be considered as made by a resident business and no preference shall be applied during the analysis of that offer.

NOTE: Your State Tax Number is NOT your Resident Certification Number.

20. **Goods Produced Under Decent Working Conditions:**

It is the policy of the City not to purchase, lease, or rent goods for use or for resale at City-owned enterprises that were produced under sweatshop conditions. The Offeror certifies, by submittal of its offer in response to this solicitation, that the goods offered to the City were produced under decent working conditions. The City defines under decent working conditions as production in a factory in which child labor and forced labor are not employed; in which adequate wages and benefits are paid to workers; in which workers are not required to work more than 48 hours per week (or less if a shorter workweek applies); in which employees are free from physical, sexual or verbal harassment; and in which employees can speak freely about working conditions and can participate in and form unions. [*Council Bill No. M-8, Enactment No. 9-1998*]

21. **Protest Process:**



- A. **Request Documents: Protests concerning the specifications of this Request or other matters relating to the solicitation documents must be received by the Purchasing Officer no later than ten days prior to the deadline set for the receipt of offers.**
- B. **Recommendation of Award: Protests concerning other matters relating to this Request must be filed with the Purchasing Officer not later than 5:00 p.m. of the date stipulated in the Recommendation of Award.**
- C. **Timely Protests: Protests must be received by the Purchasing Officer prior to the appropriate deadline as set out in A. and B. of this Section or they will not be considered valid. The Purchasing Officer may waive the deadline for good cause, including a delay caused by the fault of the City. Late delivery by the U.S. Postal Service or other carrier shall not be considered good cause.**
- D. **Required Information from Offeror: All protests must be submitted in written form and must be legible. Facsimile, telephone or telegraphic protests will not be accepted. Protest shall contain at a minimum the following:**
  - 1) **Name and address of the protesting party**
  - 2) **The solicitation/Request Number**
  - 3) **A clear statement of the reason(s) for the protest**
  - 4) **Details concerning the facts which support the protest**
  - 5) **Attachments of any written evidence available to substantiate the claims of the protest**
  - 6) **Statement specifying the ruling requested**
- E. **Protest Hearing: If a hearing is requested, the request must be included in the protest and received within the time limit to be allowed. The filing fee of twenty dollars (\$20.00) must accompany the request for hearing. The grant of a hearing shall be at the discretion of the Purchasing Officer following review of the protest.**
- F. **Delivery of Protest: Protests may be hand-delivered. Protests which are mailed should be addressed as follows:**

**Purchasing Officer  
City of Albuquerque  
Purchasing Division  
P.O. Box 1293  
Albuquerque, NM 87103**

**Envelope should also clearly indicate "PROTEST" and the solicitation number.**
- G. **Purchasing Officer Action: The Purchasing Officer will, after evaluation of a protest, issue a response. Only issues outlined in the written protest will be considered by the Purchasing Officer or may be raised at a protest hearing.**

**22. Delivery, Acceptance and Guarantee:**

- A. **No Delivery Before Purchase Order is Issued: No Offeror, including the Offeror to whom an award is made shall deliver any item of tangible personal property, commence services or construction prior to the issuance of a Purchase Order or Notice to Proceed issued by the City**

**Purchasing Division.**

- B. Cancellation for Non-Delivery:** The City reserves the right to cancel any order not delivered by a guaranteed date stipulated in any contract resulting from this Request without liability on the City's part.
- C. Acceptance of Delivery:** Acceptance by the City of any delivery shall not relieve the Contractor of any guarantee or warranty, expressed or implied. Such acceptance of delivery shall not be considered an acceptance of services or materials not in accordance with the specifications. Such acceptance of delivery shall not waive the City's right to require replacement of defective material or inadequate service.

**23. Inspections:**

**Prior to Acceptance of Delivery:** All items of tangible personal property, services or construction found inferior to the quality specified in this Request, deficient or incorrect in weight, measurement, workmanship, handicraft or otherwise, may be rejected as a whole or in part and then shall be removed by the Contractor at the Contractor's own risk and expense promptly after notice of rejection. The Contractor shall assume responsibility for taking the necessary action to correct or replace the rejected items, within the time frame specified in the notice of rejection.

**24. Invoices and Payments:**

The Contractor shall submit an accurate invoice, in duplicate, for each purchase. Invoices shall refer to the Purchase Order Number, the Release Form Number if applicable, and shall be itemized unless otherwise specified in this Request. Invoices are to be mailed to: Accounting Division (Accounts Payable), City of Albuquerque, P.O. Box 1985, Albuquerque, New Mexico 87103. Invoices mailed or provided to any other entity will result in a delay in making payment. Offerors are encouraged to inquire if payments due are not received within thirty (30) days after delivery of goods/services and submittal of invoice by contacting the Accounting Division at (505) 768-3400.

**25. Default/Termination for Cause:**

If, through any cause, the Contractor fails to fulfill the Contractor's obligations under any contract resulting from this Request in a timely and proper manner, or if the Contractor, violates any of the covenants, agreements or stipulations of such contract, the City shall notify the Contractor of such violations in writing and allow the Contractor a reasonable time, set out in the notice, to correct the default. If the default is not corrected within the specified time period the City shall have the right to cancel the contract and any or all other current contracts with the Contractor, and, if applicable, to purchase the required goods or services from another source or sources. The City shall provide written notice to the Contractor specifying the effective date of cancellation. The notice of cancellation may be contained in the notice of default.

If a contract resulting from this Request is cancelled, the Contractor shall not be relieved of liability to the City for damages caused by its breach of the contract. The City reserves the right to recover such damages, including but not limited to any excess cost incurred in having to purchase contract goods/services from other sources by a deduction from an unpaid balance due to the Contractor, collection against a performance or labor and materials payment bond, a combination of these remedies, or any other legal method available. In addition, the Contractor may be removed from the Purchasing Office Vendor List or determined to be ineligible to respond to future solicitations, as being not responsible.

**26. Termination for the Convenience of the City:**

**The City may terminate any contract resulting from this Request at any time by giving at least thirty (30) days' notice in writing of such termination to the Contractor. In such event, the Contractor shall be paid under the terms of the contract for all goods/services provided to and accepted by the City, if ordered or accepted by the City prior to the effective date of termination.**

**27. Termination for Lack of Appropriations:**

**Funding for the contract resulting from this Request has been appropriated by the City Council for the City's current fiscal year. Notwithstanding any other provisions in the contract resulting from this Request, its continuation beyond the end of the/any fiscal year is contingent on the City Council making the appropriations necessary to fund the contract. If sufficient appropriations are not made the contract may be terminated at the end of the City's then current fiscal year upon written notice given by the City to the Contractor. Such termination shall not constitute a default. All payment obligations of the City and all of its interest in the contract will cease upon the date of termination. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.**

**(6/23/04)**

**INSTRUCTIONS FOR  
LOCAL PREFERENCE CERTIFICATION FORM**

- 1. ALL INFORMATION MUST BE PROVIDED.** A 5% local preference is available for this procurement. To qualify for this preference, an Offeror **MUST** complete and submit this Form **WITH ITS OFFER**. If an offer is received without the Form attached, completed, signed and certified, or if the Form is received without the required information, the preference will not be applied. **THE FORM OR A CORRECTED FORM WILL NOT BE ACCEPTED AFTER THE DEADLINE FOR RECEIPT OF BIDS OR PROPOSALS.**
- 2. LOCAL PREFERENCE PRECEDENCE OVER STATE PREFERENCE.** The local preference takes precedence over the State Resident Business Preference and only one of the two preferences will be applied to any one offer. If it is determined that the local preference applies to one or more Offerors in any solicitation, the State Resident Business Preference will not be applied to any offers.
- 3. PHYSICAL LOCATION MUST BE STATED.** To qualify for the local preference, a business must have a location in the Albuquerque Metropolitan Area (Abq. Metro Area). The business location inserted on the form must be a physical location, street address or such. **DO NOT** use a post office box or other postal address.
- 4. ADDITIONAL REQUIREMENT.** To qualify for this preference, the principal Offeror (i.e. the business, **NOT** the individual signing the form) if it is a corporation, must be a New Mexico corporation with its articles of incorporation filed with the New Mexico Public Regulation Commission.
- 5. DEFINITIONS.** The following definitions apply to this preference:
  - The Abq. Metro Area includes all locations within the City of Albuquerque and Bernalillo County, and within any municipality (i.e. incorporated city, town or village) contiguous to the City of Albuquerque and Bernalillo County.
  - A resident of the Abq. Metro Area is a person who occupies a dwelling in the Area and who manifests an intent to maintain that dwelling on a permanent basis.
  - A principal Offeror is a single Offeror; a business which is the prime contractor or one of the prime contractors and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.
- 6. ADDITIONAL DOCUMENTATION.** If requested, a business will be required to provide, within 10 working days of the request, documentation to substantiate the information provided on the form.




## LOCAL PREFERENCE CERTIFICATION FORM

RFP/RFB NO: \_\_\_\_\_

Business Name: \_\_\_\_\_

Business Location (in Abq. Metro Area): \_\_\_\_\_  
\_\_\_\_\_

### Business Type: SELECT ONE


- ☐ Corporation -- Indicate state of incorporation.  \_\_\_\_\_
- ☐ Partnership -- Indicate "general" or "limited".  \_\_\_\_\_
- ☐ Sole Proprietorship (Single Owner with employees)
- ☐ Individual (Single Owner/No employees)
- ☐ Other -- Indicate status.  \_\_\_\_\_

Additional Information: (PROVIDE IF BUSINESS IS A CORPORATION)

Date of incorporation in the State of New Mexico:  \_\_\_\_\_

### CERTIFICATION

I hereby certify that the business set out above is the principal Offeror submitting this offer or is one of the principal Offerors jointly submitting this offer (e.g. as a partnership, joint venture). I hereby certify that the information which I have provided on this form is true and correct, that I am authorized to sign on behalf of the business set out above and, if requested by the City, will provide, within 10 days of notice, the necessary documents to substantiate the information provided on this form.

Signature of Authorized Individual: \_\_\_\_\_ 

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF ALBUQUERQUE**  
**Purchasing Division**

**OFFEROR COMMENTS FORM**  
**Bid No. \_\_\_\_\_**

**It is requested that offerors provide any additional information relating to their offer that will assist in the evaluation of such without having to ferret out information concerning the goods or services you intend to provide.**

**Information pertains to the following (please check applicable box):**

- ☐ **Equivalent Product**
- ☐ **Clarification**
- ☐ **Exception(s) to Requirements**
- ☐ **General or Miscellaneous Comments**


**If additional space is required, please use reverse side of the form or attach additional document(s).**

\_\_\_\_\_  
**Name of Offeror**

\_\_\_\_\_  
**Signature**  
**(Authorized Representative)**

\_\_\_\_\_  
**Date**